
State:	District of Columbia	Filing Company:	Vault Reciprocal Exchange
TOI/Sub-TOI:	04.0 Homeowners/04.0000 Homeowners Sub-TOI Combinations		
Product Name:	Homeowners		
Project Name/Number:	Initial HVHO Forms/		

Filing at a Glance

Company:	Vault Reciprocal Exchange
Product Name:	Homeowners
State:	District of Columbia
TOI:	04.0 Homeowners
Sub-TOI:	04.0000 Homeowners Sub-TOI Combinations
Filing Type:	Form
Date Submitted:	11/15/2019
SERFF Tr Num:	SPIS-132120513
SERFF Status:	Submitted to State
State Tr Num:	
State Status:	
Co Tr Num:	VRE HVHO INT F 11.15.19
Effective Date	On Approval
Requested (New):	
Effective Date	On Approval
Requested (Renewal):	
Author(s):	Lori Thomason, Alexander May, Brennan Flint
Reviewer(s):	
Disposition Date:	
Disposition Status:	
Effective Date (New):	
Effective Date (Renewal):	

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Filing Company: Vault Reciprocal Exchange

General Information

Project Name: Initial HVHO Forms

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 11/15/2019

State Status Changed:

Created By: Lori Thomason

Corresponding Filing Tracking Number:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Submitted By: Brenan Flint

Filing Description:

Vault Reciprocal Exchange (VRE) provides for review and approval the initial form filing the Vault Home Complete Program. This new program called Vault Home Complete targeted at the high net worth segment offers quality personal lines products and superior risk management services. The enclosed policy forms, endorsements and notices, listed below, are based primarily on the Privilege Underwriters Reciprocal Exchange (PURE).

Company and Contact

Filing Contact Information

Lori Thomason, Consultant
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lori.thomason@stanparsons.com
850-224-1220 [Phone]

Filing Company Information

(This filing was made by a third party - stanleyparsonsinsservices)

Vault Reciprocal Exchange
300 First Avenue South
Suite 401
St. Petersburg, FL 33701
(646) 794-0527 ext. [Phone]

CoCode: 16186
Group Code:
Group Name:
FEIN Number: 81-5479221

State of Domicile: Florida
Company Type: Reciprocal
State ID Number:

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

State: District of Columbia
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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Additional Insured Endorsement	VREHO-ADI	10 19	END	New		44.700	VREHO-ADI (10-19) Additional Insured.pdf
2		Additional Insured – Individual Endorsement	VREHO-ADI-INDV	01 17	END	New		40.600	VREHO-ADI-INDV (01-17) Additional Insured - Individual.pdf
3		Additional Insured Contents Endorsement	VREHO-ADIC	10 19	END	New		45.300	VREHO-ADIC (10-19) Additional Insured Contents End.pdf
4		Additional Interest Endorsement	VREHO-ADIN	01 17	END	New		47.200	VREHO-ADIN (01-17) - Additonal Interest.pdf
5		Contents Extended Replacement Cost Endorsement	VREHO-CERC	12 18	END	New		43.000	VREHO-CERC (12-18) Contents Extended Rep Cost End .pdf
6		Home Cyber Protection Coverage	VREHO-CYBER	04 18	END	New		43.300	VREHO-CYBER (04-18) Home Cyber Protection Coverage.pdf
7		Dwelling Reconstruction Cost Coverage Endorsement	VREHO-DREP	04 18	END	New		54.700	VREHO-DREP (04-18) - Dwelling Reconstruction Cost Coverage Endorsement.pdf
8		Deductible Waiver for Large Losses Endorsement	VREHO-DWLL-CW	02 19	END	New		44.240	VREHO-DWLL-CW (02-19) - Deductible Waiver for Large Losses .pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
9		Earthquake Coverage Extension Endorsement	VREHO-ECE	10 18	END	New		50.300	VREHO-ECE (10-18) - Earthquake Coverage Extension.pdf
10		Earthquake Coverage Extension for Loss Assessment Endorsement	VREHO-EQAS	12 18	END	New		51.400	VREHO-EQAS (12-18) - Earthquake Coverage Ext for Loss Assess REVISED.pdf
11		Home Systems Protection Endorsement	VREHO-HOMES	07 19	END	New		42.300	VREHO-HOMES (07-19) Home Systems Protection.pdf
12		Increased Incidental Business Threshold Endorsement	VREHO-INCBUS	04 18	END	New		41.100	VREHO-INCBUS (04-18) Increased Incidental Business Threshold.pdf
13		Increased Incidental Business Property Endorsement	VREHO-INCIBP	12 18	END	New		51.100	VREHO-INCIBP (12-18) Increased Incidental Business Property.pdf
14		Additional Insured - Limited Liability Endorsement	VREHO-INSDPERS LTDLIAB	01 17	END	New		55.600	VREHO-INSDPERS LTDLIAB (01-17) - Additional Insured - Limtd Liab.pdf
15		Landscaping Coverage Increased Limits Endorsement	VREHO-LCIL	12 18	END	New		64.000	VREHO-LCIL (12-18) - Landscaping Coverage Increased Limit.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
16		Loss Assessment Increase Endorsement	VREHO-LIAE-CW	12 18	END	New		51.100	VREHO-LIAE-CW (12-18) - Loss Assessments Increase End CLEAN.pdf
17		Loss Payable Clause Endorsement	VREHO-LPCL	01 17	END	New		54.200	VREHO-LPCL (01-17) Loss Payable Clause.pdf
18		Libel/Slander Exclusion Endorsement	VREHO-LSLX	07 19	END	New		41.600	VREHO-LSLX (07-19) - Libel-Slander Exclusion Endorsement.pdf
19		Premises Liability Limitation Endorsement	VREHO-PLL	01 17	END	New		54.300	VREHO-PLL (01-17) Premises Liability Limitation.pdf
20		Service Line Coverage Endorsement	VREHO-SLC	07 19	END	New		55.100	VREHO-SLC (07-19) - Service Line Coverage.pdf
21		Additions and Alterations Extended Replacement Cost	VREHO-AAER	02 19	END	New		49.600	VREHO-AAER (02-19) Additions and Alterations Extended Rep End.pdf
22		Contents Off Premises Loss Exclusion	VREHO-COPL	10 19	END	New		57.500	VREHO-COPL (10-19) Contents Off Premises Loss Exc NEW.pdf
23		Named Structures Exclusion	VREHO-NSX	10 18	END	New		42.000	VREHO-NSX (10-18) Named Structure Exclusion .pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
24		Off Premises Other Permanent Structures Extension	VREHO-OPSE	10 18	END	New		55.600	VREHO-OPSE (10-18) Off Premises Other Perm Structure .pdf
25		Notice of Change in Policy Terms	VRE-CHGN	01 17	DSC	New		56.200	VRE-CHGN (01-17) Policy Change Notice.pdf
26		Consumer Disclosure Notice	VRE-CRDNOT	05 19	DSC	New		44.100	VRE-CRDNOT (05-19) Credit Notice .pdf
27		Privacy Notice	VRE-PRIV	10 19	DSC	New		42.700	VRE-PRIV (10-19) Privacy Notice .pdf
28		Fee Disclosure Notice	VRE-FEENOT	10 18	DSC	New		53.800	VRE-FEENOT (10-18) Fee Disclosure Notice.pdf
29		Commission Disclosure Notice	VRE-COMMNOT	04 18	DSC	New		52.600	VRE-COMMNOT (04-18) Commission Disclosure Notice.pdf
30		Application for Homeowners Insurance	VREHO-APP	05 19	ABE	New			VREHO-APP (05-19) Homeowners Application.pdf
31		Canine Liability Exclusion	VREHO-CLX	07 19	END	New		45.500	VREHO-CLX (07-19) Canine Liability Exclusion NEW.pdf
32		Exclusion of Equine-Related Liability	VREHO-EQUINEX	07 19	END	New		51.700	VREHO-EQUINEX (07-19) Exclusion of Equine-Related Liability NEW.pdf

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Product Name: Homeowners

Project Name/Number: Initial HVHO Forms/

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
33		Important Flood Insurance Notice	VREHO-FLOODNOT	02 19	DSC	New		55.300	VRE-FLOODNOT (02-19) Important Notice Regarding Flood Insurance.pdf
34		Homeowners Coverage Policy Provisions	VREHO-CW	02 19	PCF	New		55.700	VREHO-CW (02 19) Homeowners Policy .pdf
35		District of Columbia State Amendatory Endorsement	VREHO-SAE-DC	10 19	END	New		54.930	VREHO-SAE-DC (10-19) DC State Amendatory v3.pdf
36		Animal Related Liability Exclusion	VREHO-ANIMEX	12 18	END	New		50.100	VREHO-ANIMEX (12-18) Animal Related Liability Exclusion.pdf
37		Guaranteed Replacement Cost Coverage	VREHO-GRC	10 18	END	New		50.400	VREHO-GRC (10-18) Guaranteed Rep Cost Coverage.pdf
38		Ensuing Fungi Increase Endorsement	VREHO-EFI	10 18	END	New		46.200	VREHO-EFI (10-18) - Ensuing Fungi Increase Endorsement.pdf
39		Replacement Cost Coverage	VREHO-RCC	12 18	END	New		50.600	VREHO-RRC (12-18) Replacement Cost Coverage.pdf
40		District of Columbia Declarations	VREHO-DECHO-DC	10 19	DEC	New			VREHO-DECHO-DC (10-19) Declarations Homeowner - DC v2.pdf
41		Notice of Non-Renewal of Insurance	PN96970101DC	4 2018	CNR	New			DC ODEN - Notice of Nonrenewal Sample.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
42		Reinstatement Notice	PT969897 DC	5 1995	DSC	New			DC ODEN - Notice of Reinstatement Sample.pdf
43		Rescission Notice	PS01DC	2 2006	DSC	New			DC ODEN - Notice of Rescission Sample.pdf
44		Notice of Cancellation (Non Payment)	PC969707 01DC	4 2018	CNR	New			DC ODEN - Notice of Cancellation NoPayment.pdf
45		Notice of Cancellation (Other than Non Payment)	PC969707 01DC	4 2018	CNR	New			DC ODEN - Notice of Cancellation Sample.pdf
46		District of Columbia Cancellation/ Nonrenewal Endorsement	VREHO-CXNR-DC	10 19	END	New		62.320	VREHO-CXNR-DC (10-19) DC State Cancellation Nonrenewal .pdf
47		Fraud Statement -DC	VRE-FRAUD-DC	10 19	DSC	New		44.050	VRE-FRAUD-DC (10-19) Fraud Statement - DC.pdf
48		Valuable Articles Endorsement	VREHO-LUXV-CW	12 18	END	New		49.520	VREHO-LUXV-CW (12-18) - Valuable Articles Endorsement .pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other



ADDITIONAL INSURED ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

SCHEDULE:

Name of Individual or Organization:

Insured location:

A. **PART I – DEFINITIONS, Insured Person** is amended to include the individual or organization named above but only with respect to:

1. **Dwelling and Other Permanent Structures;** and
2. **PART III – Liability** but only with respects to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of the **residence**.

CANCELLATION AND NONRENEWAL NOTIFICATION

If we decide to cancel or not to renew this policy, the person or organization named in the Schedule will be notified in writing.



ADDITIONAL INSURED – INDIVIDUAL ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

PART III – LIABILITY is amended to include the following individuals as an **insured person**:



ADDITIONAL INSURED CONTENTS ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

SCHEDULE:

Name of Individual or Organization:

Insured location:

- A. **PART I – DEFINITIONS, Insured Person** is amended to include the individual or organization named above but only with respect to:
1. **Contents;** and
 2. **PART III – Liability** only with respects to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of the **residence**.

CANCELLATION AND NONRENEWAL NOTIFICATION

If we decide to cancel or not to renew this policy, the person or organization named in the Schedule will be notified in writing.



ADDITIONAL INTEREST ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

Schedule

Name and Address of Person or Organization:

Insured location:

In addition to any Mortgagee shown on the Declarations Page or elsewhere in this policy, the persons or organizations named in the Schedule above also have an interest in the **residence**.

CANCELLATION AND NONRENEWAL NOTIFICATION

If we decide to cancel or not to renew this policy, the persons or organizations named in the Schedule will be notified in writing. All other provisions of this policy apply.



CONTENTS EXTENDED REPLACEMENT COST ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

<LOCATION>

<LOCATION>

<LOCATION>

In consideration of an additional premium, **PART II – PROPERTY, B. COVERAGE AND LOSS SETTLEMENT 3. Contents** is amended to include the following:

Contents Extended Replacement Cost

If the amount of coverage for your **contents** at the location listed above is not enough to pay for a covered loss, we will pay in accordance with **PART II – PROPERTY, B. COVERAGE AND LOSS SETTLEMENT 3. Contents**, up to an additional 50% of the **contents** limit shown on the Declarations Page for the location listed above, subject to the following conditions:

- a. With respects to **PART I – DEFINITIONS, Contents**, items b. c. d. and e., as work is performed and expenses are incurred;
- b. You must maintain at least the amount of coverage for your **contents** as previously agreed to, including any adjustments we make based on appraisals or revaluation; and
- c. The most we will pay for covered loss to **fine arts** is the **contents** limit shown on the Declarations Page for the location listed above.

Fine Arts means paintings, etchings, statuary, antiques or any other bona fide works of art with historical value or artistic merit.

All other provisions of this policy apply.

**HOME CYBER PROTECTION COVERAGE****Cyber Attack, Cyber Extortion, Online Fraud and Data Breach**

This endorsement changes your policy. Please read it carefully.

SCHEDULE	
Home Cyber Protection Annual Aggregate Limit (Applies per policy period to all coverages under this endorsement)	\$
Home Cyber Protection Occurrence Deductible (Applies per occurrence to all coverages under this endorsement)	\$

PART I – DEFINITIONS

The following definitions are added and are applicable only to this endorsement:

Affected individual means any person whose **personally identifying information** or **personally sensitive information** is lost, stolen, accidentally released or accidentally published by a **data breach** covered under this endorsement. This definition is subject to the following provisions:

- a. **Affected individual** must be someone whose **personally identifying information** or **personally sensitive information** is in your possession because of:
 - i. A family or personal relationship with you or another **insured person**; or
 - ii. The activities or responsibilities of you or another **insured person** in connection with volunteer work for a non-profit organization.
- b. **Affected individual** does not mean or include any of the following:
 - i. You or another **insured person**.
 - ii. Anyone whose **personally identifying information** or **personally sensitive information** is in your possession because of the activities or responsibilities of you or another **insured person** in connection with a for-profit organization or in connection with a non-profit organization for which you are a paid employee or contract worker. Such organizations include, but are not limited to, organizations that you own or operate.
 - iii. Any business, organization or entity. Only an individual person may be an **affected individual**.

Computing device means a desktop, laptop or tablet computer or wi-fi router or other internet access point. Such device must be owned or leased by you or another **insured person** as well as operated under your or another **insured person's** control.

Connected home device means any electronic device, other than a **computing device**, that connects to the internet or to other electronic devices. This includes, but is not limited to, networked versions of any of the following:

- a. Smart phones;
- b. Thermostats;
- c. Entertainment systems;
- d. Appliances;
- e. Smoke, fire and home security monitoring systems; or
- f. Cameras.

Such device must be owned or leased by you or another **insured person** as well as operated under your or another **insured person's** control.

Cyber attack means one of the following involving a **computing device** or **connected home device**:

- a. Unauthorized Access or Use – meaning the gaining of access to your device or system by an unauthorized person or persons or by an authorized person or persons for unauthorized purposes.

- b. Malware Attack – meaning damage to your device, system or data arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your computer system during the manufacturing process.

Cyber extortion event means one of the following involving a **computing device** or **connected home device**:

- a. A demand for money or other consideration based on a credible threat to damage, disable, deny access to or disseminate content from your device, system or data; or
- b. A demand for money or other consideration based on an offer to restore access or functionality in connection with an attack on your device, system or data.

Cyber extortion response costs means any payment as directed by the extortion threat, but only when that payment is:

- a. Incurred as a direct result of a **cyber extortion event** directed against you or another **insured person**; and
- b. Approved in advance by us. However, we may pay for **cyber extortion response costs** that were not approved in advance by us if we determine the following:
 - i. It was not practical for you to obtain our prior approval; and
 - ii. If consulted at the time, we would have approved the payment.

Data breach means the loss, theft, accidental release or accidental publication of **personally identifying information** or **personally sensitive information** as respects one or more **affected individuals**. At the time of the breach, such information must be in the care, custody or control of:

- a. You or another **insured person**; or
- b. A professional entity with whom you or another **insured person** have a contract and to whom you or another **insured person** have entrusted the information.

As respects **data breach** coverage, if the date of the **data breach** as defined above cannot be determined, such date shall be deemed to be the date you first become aware of the loss, theft, release or publication of the **personally identifying information** or **personally sensitive information**.

Data recovery costs

- a. **Data recovery costs** means the costs of a professional firm hired by you or another **insured person** to replace electronic data that has been lost or corrupted.
- b. **Data recovery costs** does not mean costs to research, re-create or replace any of the following:
 - i. Software programs or operating systems that are not commercially available.
 - ii. Data that cannot reasonably be replaced. This includes, but is not limited to, personal photos, movies or recordings for which no electronic back-up is available.
 - iii. Data that is obsolete, unnecessary or no longer of use.

Fraud costs means the amount fraudulently taken from the **insured person**. This is the direct financial loss only.

Fraud costs does not include any of the following:

- a. Other expenses that arise from the **fraud event**;
- b. Indirect loss, such as bodily injury, lost time, lost wages, identity recovery expenses or damaged reputation;
- c. Any interest, time value or potential investment gain on the amount of financial loss; or
- d. Any portion of such amount that has been or can reasonably be expected to be reimbursed by a third party, such as a financial institution.

Fraud event

- a. **Fraud event** means any of the following, when such event results in direct financial loss to an **insured person**:
 - i. An **ID theft**;
 - ii. The unauthorized use of a card, card number or account number associated with a bank account or credit account issued to or registered in an **insured's person** name, when the **insured person** is legally liable for such use;
 - iii. The forgery or alteration of any check or negotiable instrument;
 - iv. Acceptance in good faith of counterfeit currency; or

- v. An intentional and criminal deception of an **insured person** or an authorized representative of an **insured person** to induce the **insured person** or the **insured person's** representative to part voluntarily with something of value.
- b. **Fraud event** does not mean or include any occurrence:
 - i. In which the **insured person** is threatened or coerced to part with something of value;
 - ii. Between an **insured person** and any of the following:
 - 1) Any other **insured person**;
 - 2) The **insured person's** current or former spouse, common law spouse or domestic partner; or
 - 3) The **insured person's** grandparent, parent, sibling, child or grandchild.
 - iii. Involving use of a card, card number or account number associated with a bank account or credit account:
 - 1) By a person who has ever received any authorization from an **insured person** to use such card, card number or account number, unless such authorization was obtained through a criminal deception of the **insured person** or the criminal deception of the person authorized by the **insured person**; or
 - 2) If an **insured person** has not complied with all terms and conditions under which such card, card number or account number was issued.
 - iv. Arising from any of the following:
 - 1) The business or professional service of an **insured person**.
 - 2) A dispute or a disagreement over the completeness, authenticity or value of a product, a service or a financial instrument.
 - 3) A gift or charitable contribution to an individual or any legitimate organization.
 - 4) An online auction or the use of an online auction site.
 - 5) A lottery, gambling or a game of chance.
 - 6) An advance fee fraud or other fraud in which an **insured person** provides money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

Identity theft means the fraudulent use of **personally identifying information**. This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

One cyber occurrence means all **cyber attacks**, **cyber extortion events**, **fraud events**, and **data breaches** that:

- a. Take place at the same time; or
- b. Arise during the same policy period from the same source, cause or vulnerability.

Personally identifying information

- a. **Personally identifying information** means information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care or identity of an **affected individual**. This includes, but is not limited to, Social Security numbers or account numbers.
- b. **Personally identifying information** does not mean or include information that is otherwise available to the public, such as names and addresses.

Personally sensitive information means private information specific to an individual the release of which requires notification of **affected individuals** under any applicable law.

System restoration costs

- a. **System restoration costs** means the costs of a professional firm hired by you or another **insured person** to do the following in order to restore your **computing device** or **connected home device** to the level of functionality it had before the **cyber attack**:
 - i. Replace or reinstall computer software programs;
 - ii. Remove any malicious code; and
 - iii. Configure or correct the configuration of your device or system.
- b. **System restoration costs** does not mean any of the following:
 - i. Costs to repair or replace hardware. However, we may choose to pay to repair or replace hardware if doing so reduces the amount of loss payable under this endorsement.

- ii. Costs to increase the speed, capacity or utility of your device or system.
- iii. Your time or labor.
- iv. Any costs in excess of the replacement value of your system, including applicable hardware and software.

COVERAGE AGREEMENT

We will provide the insurance described in this endorsement in compliance with all applicable provisions (including but not limited to, Conditions, Definitions and Exclusions) of your Homeowners policy. Coverage provided under this endorsement does not increase any limit of liability under your Homeowners policy.

SECTION 1 – CYBER ATTACK

SECTION 1 – COVERAGE REQUIREMENTS

This Cyber Attack coverage applies only if all of the following conditions are met:

1. There has been a **cyber attack**; and
2. Such **cyber attack** is first discovered by you or another **insured person** during the policy period for which this endorsement is applicable; and
3. Such **cyber attack** is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you or another **insured person**.

SECTION 1 – COVERAGES PROVIDED

If all of the conditions listed above in **SECTION 1 – COVERAGE REQUIREMENTS** have been met, then we will provide you the following coverages for loss directly arising from such **cyber attack**.

1. Data Recovery
We will pay your necessary and reasonable **data recovery costs**.
2. System Restoration
We will pay your necessary and reasonable **system restoration costs**.

SECTION 2 – CYBER EXTORTION

SECTION 2 – COVERAGE REQUIREMENTS

This Cyber Extortion coverage applies only if all of the following conditions are met:

1. There has been a **cyber extortion event** against you or another **insured person**; and
2. Such **cyber extortion event** is first discovered by you or another **insured person** during the policy period for which this endorsement is applicable; and
3. Such **cyber extortion event** is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

SECTION 2 – COVERAGES PROVIDED

If all of the conditions listed above in **SECTION 2 – COVERAGE REQUIREMENTS** have been met, then we will provide you with the following:

1. Professional assistance from a subject matter expert provided by us for advice and consultation regarding how best to respond to the threat.
2. Reimbursement of your necessary and reasonable **cyber extortion response costs**.

SECTION 3 – ONLINE FRAUD

SECTION 3 – COVERAGE REQUIREMENTS

This Online Fraud coverage applies only if all of the following conditions are met:

1. There has been a **fraud event** against you or another **insured person** that is wholly or partially perpetrated through a **computing device** or **connected home device**; and
2. Such **fraud event** is first discovered by you or another **insured person** during the policy period for which this endorsement is applicable; and
3. Such **fraud event** is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you; and
4. Such **fraud event** is reported in writing by you or another **insured person** to the police.

SECTION 3 – COVERAGES PROVIDED

If all of the conditions listed above in **SECTION 3 – COVERAGE REQUIREMENTS** have been met, then we will pay your necessary and reasonable **fraud costs**.

SECTION 4 – DATA BREACH

SECTION 4 – COVERAGE REQUIREMENTS

This Data Breach coverage applies only if all of the following conditions are met:

1. There has been a **data breach** involving **personally identifying information** or **personally sensitive information**; and
2. Such **data breach** is first discovered by you or another **insured person** during the policy period for which this endorsement is applicable; and
3. Such **data breach** is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

SECTION 4 – COVERAGES PROVIDED

If all of the conditions listed above in **SECTION 4 – COVERAGE REQUIREMENTS** have been met, then we will provide you the following coverages for loss directly arising from such **data breach**.

1. Forensic IT Review

Professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the **data breach** and the number and identities of the **affected individuals**.

This does not include costs to analyze, research or determine any of the following:

- a. Vulnerabilities in systems, procedures or physical security;
- b. Compliance with security standards; or
- c. The nature or extent of loss or damage to data that is not **personally identifying information** or **personally sensitive information**.

If there is reasonable cause to suspect that a covered **data breach** may have occurred, we will pay for costs covered under Forensic IT Review, even if it is eventually determined that there was no covered **data breach**. However, once it is determined that there was no covered **data breach**, we will not pay for any further costs.

2. Legal Review

Professional legal counsel review of the **data breach** and how you should best respond to it.

If there is reasonable cause to suspect that a covered **data breach** may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered **data breach**. However, once it is determined that there was no covered **data breach**, we will not pay for any further costs.

3. Notification to **Affected Individuals**

We will pay your necessary and reasonable costs to provide notification of the **data breach** to **affected individuals**.

4. Services to **Affected Individuals**

This coverage only applies if you have provided notification of the **data breach** to **affected individuals** as covered under paragraph 3. above.

We will pay your necessary and reasonable costs to provide the following services to **affected individuals**.

- a. The following services apply to any **data breach**.
 - i. Informational Materials – A packet of loss prevention and customer support information.
 - ii. Help Line – A toll-free telephone line for **affected individuals** with questions about the **data breach**. Where applicable, the line can also be used to request additional services as listed in **b. i.** and **b. ii.**
- b. The following additional services apply to **data breaches** involving **personally identifying information**.
 - i. Credit Report and Monitoring
A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the **affected individual** enrolling for this service with the designated service provider.

ii. Identity Restoration Case Management

As respects any **affected individual** who is or appears to be a victim of **identity theft** that may reasonably have arisen from the **data breach**, the services of an identity restoration professional who will assist that **affected individual** through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

EXCLUSIONS

The following additional exclusions apply to all coverages under this endorsement.

We will not pay for loss, damage or expense caused by or resulting from:

1. Any of the following by you or any **insured person**:
 - a. Criminal, fraudulent or dishonest act, error or omission;
 - b. Intentional violation of the law; or
 - c. Intentional causing or contributing to a covered loss event.
2. Any criminal investigations or proceedings.
3. Any physical damage.
4. Any damage to a motor vehicle, **watercraft**, **aircraft**, or other vehicle.
5. Any third party liability or legal defense costs.
6. Any fines or penalties.
7. Loss to the internet, an internet service provider, or any device or system that is not owned or leased by you or another **insured person** as well as operated under your or another insured person's control.
8. Loss arising from any business, including but not limited to any business owned or operated by any **insured person** or any business employing any **insured person**.
9. Except as specifically provided under the System Restoration portion of **Cyber Attack** coverage, costs to research or correct any deficiency.
10. Any **cyber attack**, **cyber extortion event**, **fraud event** or **data breach** first discovered by you prior to the inception of your coverage under this endorsement.
11. Any **cyber attack**, **cyber extortion event**, **fraud event** or **data breach** first occurring more than 60 days prior to the inception of your coverage under this endorsement.

LIMITS

The Home Cyber Protection Annual Aggregate Limit shown in the Schedule for this endorsement is the most we will pay under this endorsement for all loss, damage or expense arising during any one policy year. This limit shall apply to the total of all loss, damage or expense arising from all **cyber attacks**, **cyber extortion events**, **data breaches** or **fraud events** occurring during such policy year. Our costs under **Section 2 – Cyber Extortion** to provide you with professional assistance from a subject matter expert shall not count towards the loss, damage or expense included within your coverage limit.

If **one cyber occurrence** causes loss, damage or expense in more than one policy year, all such loss, damage and expense will be subject to the Home Cyber Protection Annual Aggregate Limit of the first such policy year.

DEDUCTIBLES

We will not pay for loss, damage or expense arising from any **one cyber occurrence** until the amount of the covered loss, damage or expense exceeds the Home Cyber Protection Occurrence Deductible amount indicated in the Schedule for this endorsement. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the Home Cyber Protection Annual Aggregate Limit.

CONDITIONS

The following additional conditions apply to all coverages under this endorsement.

1. **Confidentiality**

As respects **Section 2 – Cyber Extortion**, **insured persons** must make every reasonable effort not to divulge the existence of this coverage.

2. **Due Diligence**

You agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with reasonable and widely-practiced steps for:

- a. Providing and maintaining appropriate system and data security; and
- b. Maintaining and updating at appropriate intervals backups of electronic data.

3. Legal Advice

We are not your legal advisor. Our determination of what is or is not insured under this endorsement does not represent advice or counsel from us about what you should or should not do.

4. Other Coverage in This Policy

Some elements of coverage under this endorsement may also be covered under the policy to which this endorsement is attached. If so, the coverage under this endorsement will apply as excess, additional coverage. If loss payment has been made under the policy for the same event, the amount of such payment will count towards the deductible that applies to coverage under this endorsement.

5. Pre-Notification Consultation

- a. You agree to consult with us prior to the issuance of notification to **affected individuals** under **Section 4 – Data Breach**. We assume no responsibility for any services promised to **affected individuals** without our prior agreement.
- b. We will suggest a service provider for Notification to **Affected Individuals** and Services to **Affected Individuals**. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
 - i. Such alternate service provider must be approved by us; and
 - ii. Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.
- c. You will provide us and the service provider the following at our pre-notification consultation with you:
 - i. The exact list of **affected individuals** to be notified, including contact information;
 - ii. Information about the **data breach** that may appropriately be communicated with **affected individuals**; and
 - iii. The scope of services that you desire for the **affected individuals**. For example, coverage may be structured to provide fewer services in order to make those services available to more **affected individuals** without exceeding the available limit of coverage.

6. Services

- a. We will only pay under this endorsement for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this endorsement. We will not unreasonably withhold such approval.
- b. You will have a direct relationship with the service providers paid for in whole or in part under this endorsement. Those firms work for you.
- c. As respects any services provided by any service providers paid for in whole or in part under this endorsement:
 - i. The effectiveness of such services depends on your cooperation and assistance.
 - ii. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

All other provisions of this policy apply.



DWELLING RECONSTRUCTION COST COVERAGE ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

<ADDRESS>

<ADDRESS>

In consideration of a premium credit, **PART II – PROPERTY, B. COVERAGE AND LOSS SETTLEMENT, 1. Dwelling** and **2. Other Permanent Structures** are deleted in their entirety and replaced with the following:

B. COVERAGE AND LOSS SETTLEMENT

Dwelling and Other Permanent Structures

For a covered loss we will pay the **reconstruction cost** for your **dwelling** or **other permanent structures** up to the coverage limit shown for that location shown on the Declarations Page. We will pay this amount in the event of a covered loss whether or not you repair or rebuild your **dwelling** or **other permanent structures**.

All other provisions of this policy apply.



DEDUCTIBLE WAIVER FOR LARGE LOSSES ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

PART II – PROPERTY, B. COVERAGE AND LOSS SETTLEMENT, 5. Deductible is amended to include the following:

Deductible

The deductible does not apply to a covered loss of more than \$50,000. This waiver of deductible does not apply to:

- a. Special deductibles for windstorm or hail or **earthquake**; or
- b. Separate coverage deductibles contained within this policy or any endorsement to this policy.

All other provisions of this policy apply.



EARTHQUAKE COVERAGE EXTENSION ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

This Endorsement is applicable to the following location:

<Location>

<Location>

PART II – PROPERTY, C. ADDITIONAL COVERAGES is amended to include the following:

Earthquake Coverage

- a. We insure for direct physical loss to property covered under **PART II – PROPERTY**, caused by **earthquake**, including land shock waves or tremors before, during or after a volcanic eruption.

One or more **earthquake** shocks that occur within a seventy-two (72) hour period constitute a single **earthquake**.

- b. These payments do not increase your coverage amount.

PART II – PROPERTY, 5. Deductible is amended to include the following:

Special **Earthquake** Deductible

If your **residence** is a house, the dollar amount of the **earthquake** deductible is determined by multiplying the **dwelling** coverage limit shown on the Declarations Page by <X%>.

PART II – PROPERTY, EXCLUSIONS is amended for the purpose of Earthquake Coverage provided in this endorsement as follows:

7. Surface Water is deleted in its entirety and replaced by the following:

Surface Water

We do not cover any loss caused by:

- a. Flood, accumulation of rainwater on the ground, surface water, wave action, including tidal wave and tsunami, tides, tidal water, seiche, overflow of a body of water, spray or surge from any of these, even if driven by wind;
- b. Water-borne material from any of the above, including when any such waters or waterborne material enters and backs up or discharges from or overflows from any sewer or drain, located outside of or on the exterior of a fully enclosed structure, including gutters, rainwater pipes, downspouts, or underground drainage systems;
- c. Run off of water or water borne material from a paved surface, driveway, walkway, patio, or other similar surface; or
- d. Tidal waved caused by, resulting from, contributed to, or aggravated by **earthquake**.

This exclusion does not apply to:

- a. **Contents** away from any **residence** or location you own or reside in;
- b. Ensuing covered loss unless another exclusion applies; or
- c. **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 26. Sump Pump and Back Up of Sewers and Drains.**

10. **Earthquake** is deleted in its entirety.

11. Earth Movement and Settlement

With respect to coverage provided by this endorsement:

PART II – PROPERTY, E. EXCLUSIONS, 11. Earth Movement and Settlement does not apply to loss caused by **earthquake**, including land shock waves or tremors before, during or after a volcanic eruption.



Unless otherwise indicated in this endorsement, the following exclusions are added only with respects to **earthquake** coverage:

Exterior Masonry Veneer

We do not cover loss to exterior masonry veneer caused by **earthquake**. The value of exterior masonry veneer will be subtracted before applying the **earthquake** deductible described above. For the purpose of this exclusion, stucco is not considered masonry veneer.

Filling Land

We do not cover any costs to fill land.

All other provisions of this policy apply.



EARTHQUAKE COVERAGE EXTENSION FOR LOSS ASSESSMENT ENDORSEMENT

As respects the following location:

<ADDRESS>

<ADDRESS>

In consideration of an additional premium, **PART II – PROPERTY, C. ADDITIONAL COVERAGES** is amended to include the following:

Earthquake Loss Assessments

If a loss covered by **earthquake**, including land shock waves or tremors before, during or after a volcanic eruption is covered under this policy for the location named above, we will pay up to \$< X > for your share of a loss assessment charged against you during the policy period by a corporation or association of property owners for a loss caused by **earthquake**. This coverage applies to loss assessments charged against you during the policy period, regardless of when the loss to the corporation occurs or assessment is made as a result of a covered loss caused by **earthquake** to the property owned by all members collectively. We will not pay more than \$10,000 for any assessment that results from a deductible in your Association's insurance coverage. The base deductible or special **earthquake** deductible does not apply to this coverage.

However, we do not cover any assessments made as a result of loss resulting directly or indirectly from flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether caused by, resulting from, contributed to or aggravated by, **earthquake**.

One or more **earthquake** shocks that occur within a seventy-two (72) hour period constitute a single **earthquake**.

The maximum amount of any unit-owner's loss assessment coverage that can be assessed for any loss shall be equal to the unit owner's loss assessment coverage limit in effect one day before the date the damage resulting in the assessment occurred. Any changes to the limits of a unit-owner's coverage for loss assessments made on or after the day before the date the damages resulting in the assessment occurred are not applicable to such loss. This paragraph applies only if your **residence** is a condominium unit.

All other provisions of this policy apply.



HOME SYSTEMS PROTECTION ENDORSEMENT

This endorsement changes your policy. Please read it carefully.

It is agreed and understood with respect to the following location:

<location>

<location>

<location>

PART I – DEFINITIONS

The following definitions are added and are applicable only to this endorsement:

Covered Home Equipment

Covered home equipment means property covered under **PART II – PROPERTY, B. COVERAGE AND LOST SETTLEMENT, <1. Dwelling, 2. Other Permanent Structures and 3. Contents: / 3. Contents:>**

- a. That generates, transmits or utilizes energy; or
- b. Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

Covered home equipment may utilize conventional design and technology or new or newly commercialized design and technology.

None of the following is **covered home equipment**:

- a. Supporting structure, cabinet or compartment;
- b. Insulating material associated with **covered home equipment**;
- c. Water piping other than boiler feedwater piping, boiler condensate return piping or water piping connected to a heating or air conditioning system;
- d. Wastewater piping or piping forming a part of a fire protective sprinkler or irrigation system;
- e. Buried or encased piping or buried vessels, however, interior buried or encased piping connected to a heating or air conditioning system is **covered home equipment**;
- f. Software or electronic data; or
- g. Riding lawn mowers, tractors or **recreational motor vehicles**.

Cyber Event

Cyber event means cyber activity including but not limited to:

- a. The introduction of malicious code including viruses, worms, Trojans, spyware and keyloggers within **covered home equipment**; or
- b. Unauthorized electronic access to **covered home equipment** or to electronic data or software within or used with **covered home equipment**.

Earth Movement

As respects this endorsement only, **Earth movement** means:

- a. **Earthquake**, including land shock waves or tremors, before, during or after a volcanic eruption;
- b. Landslides;
- c. Avalanche;
- d. Mudflows;
- e. Mudslides; and
- f. The sinking, rising or shifting of land.



Electronic Circuitry

Electronic circuitry means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips and disk drives.

Electronic Circuitry Impairment

Electronic circuitry impairment means an accidental event involving **electronic circuitry** within **covered home equipment** that causes **covered home equipment** to suddenly lose its ability to function as it had been functioning immediately before such event. An **electronic circuitry impairment** must also meet each of the following conditions:

- a. We shall determine that the reasonable and appropriate remedy to restore such **covered home equipment's** ability to function is the replacement of one or more **electronic circuitry** components of the **covered home equipment**.
- b. The **covered home equipment** must be owned or used by you, your **family members** or **Residence Trust or LLC**.
- c. None of the following is an **electronic circuitry impairment**:
 - i. Any condition that can be reasonably remedied by:
 - a) Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
 - b) Rebooting, reloading or updating software or firmware; or
 - c) Providing necessary power or supply.
 - ii. Any condition caused by or relating to:
 - a) Incompatibility of the **covered home equipment** with any software or equipment installed, introduced or networked within the prior 30 days; or
 - b) Insufficient size, capability or capacity of the **covered home equipment**.
 - iii. Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.

Equipment Breakdown

Equipment breakdown means a sudden and accidental:

- a. Mechanical breakdown;
- b. Electrical breakdown; or
- c. Bursting, cracking or splitting

of **covered home equipment** that results in direct physical damage and requires repair or replacement of all or part of the damaged **covered home equipment**.

None of the following is an **equipment breakdown**:

- a. Rust, corrosion (including pinhole leaks), erosion, deterioration or gradual loss of efficiency or functionality of **covered home equipment**;
- b. Leakage or seepage at or from any connection, valve, fitting, shaft or seal;
- c. Complete or partial interruption of electrical power, fuel or water supply, whether deliberate or accidental;
- d. Any condition which can be corrected by resetting, recalibrating or by the performance of maintenance; or
- e. Cosmetic or other damage that does not impair functionality.

Home System Breakdown

- a. **Home system breakdown** means an **equipment breakdown** or **electronic circuitry impairment**.
- b. None of the following is a **home system breakdown**:



- i. Any programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind; or
- ii. A **cyber event**.

However, an ensuing **equipment breakdown** or **electronic circuitry impairment** will be considered a **home system breakdown**.

One Home System Breakdown

One home system breakdown means if an initial **home system breakdown** causes other **home system breakdowns**, all will be considered **one home system breakdown**. All **home system breakdowns** that are the result of the same event will be considered **one home system breakdown**.

Pollutant

As respects this endorsement only, **pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Recognized Environmental Standards Program

Recognized environmental standards program means one of the following:

- a. The United States Environmental Protection Agency ENERGY STAR® program;
- b. The U.S. Green Building Council LEED® program;
- c. FORTIFIED® homes certified by the Insurance Institute for Business & Home Safety (IBHS); or
- d. Any nationally or internationally recognized environmental standards program designed to achieve energy savings and related objectives of the type included in the programs listed above.

PART II – PROPERTY

PART II – PROPERTY, C. ADDITIONAL COVERAGES is amended by adding the following:

Home Systems Protection

We will provide the insurance described in this endorsement in compliance with all applicable provisions (including but not limited to Conditions, Definitions and Exclusions) of your policy. Coverage provided under this endorsement does not increase any limit of liability in your Policy.

a. Damage to Covered Home Equipment

We will pay for direct physical damage to **covered home equipment** that is the result of a **home system breakdown** that occurs on or off the **residence**. We will consider **electronic circuitry impairment** to be physical damage to **covered home equipment**.

b. Spoilage

With respect to your refrigerated property, we will pay:

- i. For physical damage due to spoilage that is the result of a **home system breakdown**;
- ii. Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

Our payment will be determined based on the replacement price of the refrigerated property at the time of the **home system breakdown**. We will pay up to \$3,000 under this spoilage coverage for any **one home system breakdown**.

Any coverage provided under **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 9. Food Spoilage** is in excess of any coverage provided under this Additional Coverage.

c. Loss of Use

Coverage for Additional Living Expense and Fair Rental Value, as defined under **PART II – PROPERTY, B. COVERAGE AND LOSS SETTLEMENT, 7. Amount of Coverage** for your Loss of Use, is extended



to the coverage provided by this Additional Coverage. However, the most we will pay for Additional Living Expense and Fair Rental Value for any **one home system breakdown** is the lesser of:

- i. Any amount remaining under the Home Systems Protection coverage limit, not to exceed **[Insert \$100,000, \$250,000 or \$500,000 as selected by the Insured.];** or
- ii. The coverage limit for Loss of Use shown on the Declarations Page.

d. Expediting Expenses

With respect to your **covered home equipment** that is damaged as the result of a **home system breakdown**, we will pay the reasonable extra cost to:

- i. Make temporary repairs; and
- ii. Expedite permanent repairs or permanent replacement.

e. Green

- i. With respect to your covered property, we will pay your additional cost:
 - a) To repair damaged property using equipment, materials and service firms required or recommended by a **recognized environmental standards program**, if repair is the least expensive option as described in **PART II – PROPERTY, F. PROPERTY CONDITIONS, 4. Loss Settlement** below;
 - b) To replace damaged property using equipment, materials and service firms required or recommended by a **recognized environmental standards program**, if replacement is the least expensive option as described in **PART II – PROPERTY, F. PROPERTY CONDITIONS, 4. Loss Settlement** below;
 - c) To dispose of damaged property or equipment, if practicable, through a recycling process; and
 - d) To flush out reconstructed space with up to 100% outside air using new filtration media.
- ii. With respect to any building that is covered property and was, at the time of the **home system breakdown**, certified by a **recognized environmental standards program**, we will pay your additional cost:
 - a) To prevent a lapse of such certification;
 - b) To reinstate the certification or replace it with an equivalent certification;
 - c) For an engineer authorized by a **recognized environmental standards program** to oversee the repair or replacement of the damaged covered property; and
 - d) For a Professional Engineer to commission or recommission your damaged mechanical, electrical, or electronic building systems.
- iii. As used in this coverage, additional costs mean those beyond what would have been payable under this endorsement in the absence of this Green coverage.
- iv. This coverage is subject to the following provisions:
 - a) This coverage applies in addition to any coverage that may apply under the Environmental, Safety and Efficiency Improvements condition of this endorsement, or any other applicable coverage.
 - b) This coverage only applies to covered property that must be repaired or replaced as a direct result of a **home system breakdown**.
 - c) This coverage does not apply to any covered property to which actual cash value applies.
- v. The most we will pay under this Green coverage for all losses, damages or expenses arising out of any **one home system breakdown** is \$3,000.

f. Pollutant Clean-up and Disposal

We will pay your additional cost to clean up or dispose of **pollutants** that are the direct result of a **home system breakdown**. The most we will pay for all losses, damages or expenses under this coverage is \$3,000.



PART II – PROPERTY, E. EXCLUSIONS is amended as follows with respects to the coverage provided by this endorsement:

1. Any exclusions in your policy for mechanical breakdown and electrical breakdown do not apply to this endorsement.
2. The following exclusions are added:
 - a. We will not pay for loss, damage or expense caused by or resulting from:
 - i. Electrical power surge or brown out caused by lightning or any other naturally occurring event. We will, however, pay for loss, damage or expense caused by or resulting from artificially generated electrical power surge or brown out, originating on or off the **residence**.
 - ii. Any of the following, whether the excluded peril occurs on or off the **residence**:
 - a) Fire (including fire resulting from a **home system breakdown**); or water or other means used to extinguish a fire;
 - b) Explosion;
 - c) Lightning; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse;
 - However, this exclusion does not apply if:
 - (a) The excluded peril occurs off the **residence** and causes an electrical surge or other electrical disturbance;
 - (b) Such surge or disturbance is transmitted through utility service transmission lines to the **residence** and results in a **home system breakdown**; and
 - (c) The loss, damage or expense caused by such surge or disturbance is not covered elsewhere under the Homeowners policy;
 - iii. Vandalism, meaning a malicious act that causes damage or destruction. However, this exclusion does not apply to a **cyber event**;
 - iv. Theft;
 - v. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or water that backs up or overflows from a sewer, drain or sump, and any other water damage including water damage resulting from a **home system breakdown**; or
 - vi. Any **earth movement**, subsidence, sinkhole collapse, tsunami or volcanic action.
- b. We will not pay for any property that is not **covered home equipment** except for refrigerated property to the extent it is covered under **b. Spoilage**, and covered property to the extent it is covered under **e. Green**.

PART II – PROPERTY, F. PROPERTY CONDITIONS is amended by adding the following conditions and are applicable only to this endorsement:

1. Limit of Liability

The limit of liability under this endorsement is dependent upon the age of your **covered home equipment**.

The most we will pay for loss, damage or expense arising from any **one home system breakdown** to **covered home equipment**:

- a. Less than 15 years old is **[Insert \$100,000, \$250,000 or \$500,000 as selected by the Insured]**; or
- b. 15 years old or older is \$1,500. However, if the damaged **covered home equipment** was newly installed and first used within 15 years of the **home system breakdown**, the limit shown in **a.** above will apply.

2. Deductible



We will pay under this Home Systems Protection Additional Coverage only that part of the total payable loss that exceeds \$500. No other deductible applies to this coverage.

3. Environmental, Safety and Efficiency Improvements

If **covered home equipment** requires replacement due to a **home system breakdown**, we will pay your additional cost to replace with equipment that is better for the environment, safer for people, or more energy or water efficient than the equipment being replaced.

However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not apply to the replacement of component parts or to any property to which actual cash value applies and does not increase any of the applicable limits.

4. Loss Settlement

Losses under this Home System Protection Additional Coverage will be settled as follows:

- a. Our payment for damaged covered property will be the smallest of:
 - i. The applicable limit of liability;
 - ii. The cost to repair the damaged **covered home equipment**;
 - iii. The cost to replace the damaged **covered home equipment** with like kind, quality and capacity on the same **residence**; or
 - iv. The necessary amount actually spent to repair or replace the damaged **covered home equipment**.
- b. Except as described in Environmental, Safety and Efficiency Improvements or Green coverage above, you are responsible for the extra cost of replacing damaged property with property of a better kind or quality or a different size or capacity.
- c. If you do not repair or replace the damaged **covered home equipment** within 24 months after the date of the **home system breakdown**, then we will pay only the smallest of:
 - i. The cost it would have taken to repair or replace at the time of the **home system breakdown**;
 - ii. The actual cash value at the time of the **home system breakdown**; or
 - iii. The applicable limit of liability.



INCREASED INCIDENTAL BUSINESS THRESHOLD ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

<LOCATION>

<LOCATION>

PART I – DEFINITIONS, **Incidental Business** is deleted in its entirety and replaced with the following:

Incidental Business means:

- a.** A **business** activity that:
 - i.** Does not produce annualized gross revenues in excess of \$_____;
 - ii.** Does not have employees subject to workers' compensation or other similar disability laws;
 - iii.** Conforms to federal, state, and local laws;
- b.** The **business** of farming, provided the farming activity;
 - i.** Does not involve employment of other for more than 1,250 hours of farm work during the policy period;
 - ii.** Does not produce more than \$50,000 in annualized gross revenues from farm activities;
 - iii.** Does not involve more than fifty (50) annualized agricultural sales transactions; or
 - iv.** Does not involve more than fifty (50) annualized sales of animals.
- c.** Rental income generated from **residences** listed on the Declarations Page that you own and rent to others, regardless of the annualized income generated from the **residences**.
- d.** Managing of your own personal investments at your **residence premises** regardless of where the revenues are produced.

Annualized is determined by examining the activity during the twelve (12) months preceding the date of loss.

All other provisions of this policy apply.



INCREASED INCIDENTAL BUSINESS PROPERTY ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

<LOCATION>

<LOCATION>

In consideration of the additional premium charged, **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 11. Incidental Business Property** is deleted and replaced with the following:

Incidental Business Property

We will pay up to \$<limit> for a covered loss to property that is owned or leased by you and used for an **incidental business** conducted on at the **residence** listed on your Declarations Page.

All other provisions of this policy apply.



ADDITIONAL INSURED – LIMITED LIABILITY ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

PART I – DEFINITIONS, **Insured Person** is amended to include the individual or organization named below, but only with respect to **PART III – LIABILITY**, and as described below:

Name of Individual or Organization:

<NAME>

Address of Individual or Organization:

<ADDRESS>

Interest:

<INTEREST>

Coverage is provided under **PART III – LIABILITY** to the above named individual or organization, but only with respect to the interest as stated above arising from actions of an **insured person**.



LANDSCAPING COVERAGE INCREASED LIMITS ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location(s):

PART II – PROPERTY, SECTION C. ADDITIONAL COVERAGES, 13. Landscaping is deleted in its entirety and replaced by the following:

13. Landscaping

If your residence is a **dwelling**, we will pay up to % of the **dwelling** coverage, limit shown on the Declarations Page at the **residence** at which the covered loss occurs, but no more than \$ for any one tree, shrub, or plant.

If your residence is a condominium unit, or cooperative, we will pay up to % of the **contents** coverage limit shown on the Declarations Page at the **residence** at which the covered loss occurs, but no more than \$ for any one tree, shrub, or plant.

We will pay only for losses caused by:

- a. **Aircraft**;
- b. Fire, lightning, or explosion;
- c. Riot or civil commotion;
- d. A vehicle not owned or operated by someone who lives at the **residence**; or
- e. Theft, attempted theft, vandalism, or malicious mischief.

This additional coverage applies only if you repair or replace the damaged **landscaping** within 180 days of the date of loss, unless extended by us in writing.

All other provisions of this policy apply.



LOSS ASSESSMENT INCREASE ENDORSEMENT

As respects the following location:

For an additional premium, **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 15.** Loss Assessments is deleted and replaced with the following:

Loss Assessments

We will pay up to \$<X> for your share of an assessment charged during the policy period against all the members of a Homeowners Association for loss or damage to property owned collectively by all members. The assessment must be as a result of a covered loss to property that would be covered under this policy. We will not pay assessments charged for loss resulting from **earthquake** or from any volcanic activity or eruption, even if covered by this policy. However, we will pay your share of an assessment charged as a result of an ensuing covered loss due to theft, explosion, fire, or glass breakage unless another exclusion applies.

The maximum amount of any unit-owner's loss assessment coverage that can be assessed for any loss shall be equal to the unit owner's loss assessment coverage limit in effect one day before the date the damage resulting in the assessment occurred. Any changes to the limits of a unit-owner's coverage for loss assessments made on or after the day before the date the damage resulting in the assessment occurred are not applicable to such loss. This paragraph applies only if your **residence** is a condominium unit.

We will not pay more than \$10,000 for any assessment that results from a deductible in your Association's insurance. The Association deductible assessment must be the result of a covered loss to property that would be covered under this policy. We will not pay Association deductible assessments charged for loss resulting from **earthquake** or by or from any volcanic activity or eruption, even if covered by this policy. However, we will pay your share of an Association deductible assessment charged as a result of an ensuing covered loss due to theft, explosion, fire, or glass breakage unless another exclusion applies.

The \$<XX,XXX> limit is the most we will pay for any one loss or event regardless of the number of assessments. This additional coverage is not limited by **PART II – PROPERTY, F. PROPERTY CONDITIONS, 4.** Policy Period.

Your deductible does not apply to this additional coverage.

All other provisions of this policy apply.



LOSS PAYABLE CLAUSE ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

PART I – DEFINITIONS is amended to include the following loss payee as an **insured person**, but only with respect to **PART II – PROPERTY** and to their interest in the property listed below:

Loss Payee Name:

Loss Payee Address:

Description of Property:

CANCELLATION OR NONRENEWAL NOTIFICATION

If we decide to cancel or not to renew this policy, the persons or organizations named in this endorsement will be notified in writing.

All other provisions of this policy apply.



LIBEL/SLANDER EXCLUSION ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

PART I – DEFINITIONS, Personal Injury is deleted in its entirety and replaced with the following:

Personal Injury means harm, other than **bodily injury**, including shock, emotional distress, and mental injury caused by any of the following unintentional acts committed by an **insured person** during the policy period:

- a. Wrongful detention, false imprisonment, or false arrest;
- b. Invasion of privacy;
- c. Malicious prosecution;
- d. Wrongful entry or eviction; or
- e. Assault or battery when committed with the intent of protecting persons.

All other provisions of this policy apply.



PREMISES LIABILITY LIMITATION ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

For a premium reduction, **PART III – LIABILITY, A. INSURING AGREEMENT** is deleted in its entirety and replaced with the following:

Insuring Agreement

We will pay **damages** an **insured person** is legally obligated to pay for **bodily injury, personal injury** or **property damage** caused by an **occurrence** at the **residence** shown on the Declarations Page, unless stated otherwise or an exclusion applies.

PART III – LIABILITY, SECTION F. LIABILITY CONDITIONS, 2. Policy Period and Territory is deleted in its entirety and replaced by the following:

Policy Period and Territory

The policy period is stated on the Declarations Page. This policy applies to an **occurrence** that takes place at the **residence** shown on the Declarations Page.

All other provisions for this policy apply.



SERVICE LINE COVERAGE ENDORSEMENT

This endorsement changes the policy. Please read it carefully.

It is agreed and understood with respect to the following location:
<INSURED LOCATION>

PART I – DEFINITIONS

The following definitions are added for the purposes of this endorsement:

Covered Service Line

Covered service line means exterior underground piping and wiring, including permanent connections, valves or attached devices providing one of the following services to your **residence**:

- a. Communications, including cable transmission, data transmission, internet access or telecommunications;
- b. Compressed air;
- c. Drainage;
- d. Electrical power;
- e. Heating, including geothermal, natural gas, propane and steam;
- f. Waste disposal; or
- g. Water.

A **covered service line** must be owned by you or you must be responsible for its repair or replacement as required by law, regulation or service agreement. Should repair or replacement be your responsibility, a **covered service line** ends at the precise location where your responsibility for such repair or replacement ends. However, in no event will a **covered service line** extend beyond the point of connection to the main service or utility line.

Covered service line does not include:

- a. Piping or wiring that is not connected and ready for use.
- b. That part of piping or wiring that runs through or under a body of water, including but not limited to a swimming pool, pond or lake; or
- c. That part of piping or wiring that runs through or under the **dwelling** or **other permanent structure**. However this clause **c.** shall not apply to piping or wiring that runs under:
 - (a) A driveway or walkway; or
 - (b) A structure, such as a deck, not immediately above a foundation and raised sufficiently from the ground that such piping or wiring can be accessed without damaging or dismantling any structure.

Earth Movement

Earth movement means:

- a. **Earthquake**, including land shock waves or tremors, before, during or after a volcanic eruption;
- b. Landslides;
- c. Avalanche;
- d. Mudflows;
- e. Mudslides; and
- f. The sinking, rising or shifting of land.

One Service Line Failure

One service line failure means if an initial **service line failure** causes other **service line failures**, all will be considered **one service line failure**. All **service line failures** that are the result of the same event will be considered **one service line failure**.



Service Line Failure

Service line failure means a leak, break, tear, rupture, collapse or electrical arcing of a **covered service line** not otherwise excluded by this endorsement. A **service line failure** may be caused by, but is not limited to, the following perils:

- a. Wear and tear, marring, deterioration or hidden decay;
- b. Rust or other corrosion;
- c. Mechanical breakdown, latent defect or inherent vice;
- d. Weight of vehicles, equipment, animals or people;
- e. Vermin, insects, rodents or other animals;
- f. Artificially generated electrical current;
- g. Freezing or frost heave;
- h. External force from a shovel, backhoe or other form of excavation; or
- i. Tree or other root invasion.

Service line failure does not include blockage or low pressure of a **covered service line** when there is no physical damage to the **covered service line**.

PART II – PROPERTY

1. **PART II – PROPERTY, C. ADDITIONAL COVERAGES** is amended by adding the following:

Service Line Coverage

We will provide the following coverages under the following conditions in compliance with all applicable provisions of this Policy. Coverage provided under this Additional Coverage does not increase any limits of insurance under **PART II – PROPERTY**.

a. **Damage to Covered Service Line**

We will pay for physical loss or damage to your **covered service line** that is the direct result of a **service line failure**.

b. **Excavation Costs**

With respect to your **covered service line** that is damaged as the result of a **service line failure**, we will pay the necessary and reasonable excavation costs that are required to repair or replace the damaged **covered service line**.

c. **Expediting Expenses**

With respect to your **covered service line** that is damaged as the result of a **service line failure**, we will pay the reasonable extra cost to:

- i. Make temporary repairs; and
- ii. Expedite permanent repairs or permanent replacement.

d. **Loss of Use**

Coverage for Additional Living Expense and Fair Rental Value, as described under **PART II PROPERTY, B. COVERAGE AND LOSS SETTLEMENT, 7**. Amount of Coverage for your Loss of Use, is extended to the coverage provided by this Additional Coverage. However, the most we will pay for Additional Living Expense and Fair Rental Value for any **one service line failure** is the lesser of:

- i. Any amount remaining under the Service Line coverage limit, not to exceed \$50,000; or
- ii. The coverage limit for Loss of Use shown on the Declarations page.

e. **Outdoor Property**

We will pay for your outdoor property, including but not limited to trees, shrubs, plants, lawns, walkways and driveways, that is damaged as a result of a **service line failure** or that is damaged during the excavation of your **covered service line** following a **service line failure**.

2. **PART II – PROPERTY, E. EXCLUSIONS** is amended by adding the following with respect to the coverage provided by this endorsement:



The following exclusions are added:

- a. We will not pay for loss or damage to:
 - i. Septic systems, including leach fields, septic tanks, pumps, motors or piping that runs from the septic tank to the leach fields. Except loss or damage to covered waste disposal piping running from your **dwelling or other permanent structure** to a septic tank;
 - ii. Water wells, including well pumps or motors;
 - iii. Heating and cooling systems, including heat pumps; or
 - iv. Sprinkler system pumps, motors or heads.
- b. We will not pay for loss or damage to a **covered service line** that is damaged while it is being installed, dismantled or repaired. However, this exclusion shall not apply if a covered **service line failure** necessitated such installation, dismantling or repair.
- c. We will not pay to clean up or remove **pollutants**, hazardous waste or sewage.
- d. We will not pay under this Additional Coverage for loss or damage caused by or resulting from any of the following causes of loss:
 - i. Fire; or water or other means used to extinguish a fire;
 - ii. Explosion;
 - iii. Lightning; windstorm or hail; smoke; **aircraft**; riot or civil commotion; theft; breakage of glass;
 - iv. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or water that backs up or overflows from a sewer, drain or sump; or
 - v. **Earth movement**, subsidence, sinkhole collapse, tsunami or volcanic action, except for **earth movement** that results from the ground thawing after a freeze.
- e. We will not pay additional costs incurred for loss or increased usage of water, natural gas, propane or any other service caused by or resulting from a **service line failure**.

3. **PART II – PROPERTY, F. PROPERTY CONDITIONS** is amended by adding the following conditions applicable only to this endorsement:

a. **Limit of Liability**

The limit of liability under this endorsement is dependent upon the age of your dwelling located at the **residence** shown in the Declarations.

The most we will pay for loss, damage or expense arising from any **one service line failure** is:

- i. \$50,000 if your dwelling is less than 50 years old; or
- ii. \$2,500 if your dwelling is 50 years old or older. However, if the damaged **covered service line** was newly installed or replaced in its entirety within 50 years of the **service line failure**, the limit shown in i. above will apply.

b. **Deductible**

We will pay under this Service Line Additional Coverage only the part of the total payable loss that exceeds \$500, subject to the applicable limit. No other deductible applies to this coverage.

c. **Environmental, Safety and Efficiency Improvements**

If a **covered service line** requires replacement due to a **service line failure**, we will pay your additional cost to replace with materials that are better for the environment, safer for people or more energy or water efficient than the materials being replaced.

However, we will not pay to increase the size or capacity of the materials and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This condition does not increase the limit that applies to this endorsement.

d. **Loss Settlement**

Losses under this Service Line Additional Coverage will be settled as follows:

- i. Our payment for damaged covered property will be the smallest of:
 - (a) The applicable limit of liability;



- (b) The cost to repair the damaged property;
 - (c) The cost to replace the damaged property with like kind, quality and capacity on the same **residence**; or
 - (d) The necessary amount actually spent to repair or replace the damaged property.
- ii. Except as described in **Environmental, Safety and Efficiency Improvements** above, you are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
 - iii. You are responsible for the extra cost to alter or relocate **covered service lines**, unless such alteration or relocation is required by law or ordinance.



ADDITIONS AND ALTERATIONS EXTENDED REPLACEMENT COST

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

<LOCATION>

<LOCATION>

<LOCATION>

In consideration of an additional premium, **PART II – PROPERTY, C. ADDITIONAL COVERAGES** is amended to include the following:

Additions and Alterations Extended Replacement Cost

If the amount of coverage for your **contents** at the location listed above is not enough to pay for a covered loss, we will pay up to an additional 50% of the **contents** limit shown on the Declarations Page for the location listed above to pay for the **reconstruction cost** of your “additions and alterations” at the location listed above, subject to the following conditions:

- a. You must repair or rebuild your **residence** at the same location within two (2) years from date of loss; and
- b. You must maintain at least the amount of coverage for your **contents** as previously agreed to, including any adjustments we make based on appraisals or revaluation; and

If at any time while this policy is effective, you are not living in your **residence** due to construction or renovation of the **residence**, the most we will pay for any covered loss is the **contents** coverage limit shown on the Declarations Page.

For the purposes of this endorsement, “additions and alterations” means the building additions, alterations, fixtures, improvements, installations or items of real property that you paid for or acquired at your expense along with the **residence**. The property must be your insurance responsibility under the governing rules of the Condominium or Cooperative association. This includes the breakage of glass or safety glazing material in the building, or a storm door or window.

All other provisions of this policy apply.



CONTENTS OFF PREMISES LOSS EXCLUSION

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

<LOCATION>

<LOCATION>

<LOCATION>

It is agreed and understood for a reduction in premium, **PART II – PROPERTY, B. COVERAGE AND LOSS SETTLEMENT, 3. Contents** paragraphs **a.** and **b.** are deleted and replaced by the following:

- a.** At a **residence** listed on your Declarations Page, we will pay up to the highest coverage **contents** limit of any single **residence** listed on the Declarations Page;
- b.** At a **residence** that an **insured person** owns or lives in that is insured under another policy that provides coverage for **contents**, we will not pay any amount under this policy;
- c.** At a **residence** that an **insured person** owns or lives in that is not listed on your Declarations Page and not insured under another policy, we will not pay any amount under this policy; or
- d.** Away from any **residence** that an **insured person** owns or lives in, including a **residence**, we will not pay any amount under this policy.

All other provisions of this policy apply.



NAMED STRUCTURES EXCLUSION

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

<LOCATION>

<LOCATION>

<LOCATION>

PART II – PROPERTY, E. EXCLUSIONS is amended to include the following:

Specific Structures

We do not cover any loss caused by any peril to the following structure(s) located at the **residence** listed above:

<STRUCTURE>

<STRUCTURE>

<STRUCTURE>

All other provisions of this policy apply.



OFF PREMISES OTHER PERMANENT STRUCTURES EXTENSION

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

<LOCATION>

<LOCATION>

<LOCATION>

PART I – DEFINITIONS

The definition of **other permanent structures** is amended to include the following:

Other Permanent Structures also includes the following structure located away from the **residence** listed above.

<NAME AND DESCRIPTION OF STRUCTURE>

All other provisions of this policy apply.



Vault Reciprocal Exchange
300 First Avenue South, Suite 401
St. Petersburg, FL 33701
1-844-36-Vault
1-844-368-2858

NOTICE OF CHANGE IN POLICY TERMS

Your Policy Has Changed

We are sending you this notice to inform you about important changes to your policy.

<Insert Policy Changes>



CONSUMER DISCLOSURE NOTICE

<<DATE>>

Dear Policyholder:

Thank you for choosing Vault Reciprocal Exchange for your important insurance protection. We look forward to providing you with the very best coverage and service available. We have issued your policy.

Many factors are used to determine the proper rating of your insurance policy such as: coverage limits, prior loss history, territory and construction type. A credit-based underwriting score provides us with an objective, accurate and consistent tool to use, in conjunction with other rating information, to establish your premium.

Vault Reciprocal Exchange, as well as other major insurance carriers, have found that there is a high correlation between the underwriting score and the potential for future insurance claims. Your credit-based underwriting score was considered in setting the premium on your new policy, and it has contributed to you receiving a higher premium than our very best rate. The decision to set this premium was made by Vault Reciprocal Exchange.

Your credit based underwriting score is based on factors found on your consumer report. Points are assigned for each of these factors. **<The reasons shown on the reverse side of this notice identify the factors that contributed to you receiving a higher premium than our very best rate.>**

<Although we received a credit based underwriting score for you, we do not obtain your actual credit report or specific information such as your income; nor does it impact your ability to obtain additional credit. It is simply a score that we use to help us rate your policy properly.

You have the right to obtain within sixty (60) days of the receipt of this notice a free copy of your consumer report from the following consumer reporting agency: TransUnion Corporation, 2 Baldwin Place, P.O. Box 1000, Chester, PA 19022.>

<If you disagree with factors contained within your consumer report, you should immediately contact TransUnion at 800-645-1938. For additional information regarding financial insurance scores, please see the enclosed Important Notice About Your Vault Insurance Policy.

Reasons

<ReasonCodeATitle> <ReasonCodeAText>

<ReasonCodeATitle> <ReasonCodeAText>

<ReasonCodeATitle> <ReasonCodeAText>



IMPORTANT NOTICE ABOUT YOUR VAULT INSURANCE POLICY

The Consumer Credit Reform Act of 1996, which became effective September 30, 1997, requires us to inform you of the following:

The consumer reporting agency identified below did not make any decisions regarding your insurance policy. Therefore, the consumer reporting agency would not be able to provide you with the specific reasons for a change in your insurance premium.

If you would like additional information concerning this action as described above, state law requires that you submit a written request. Please send your request to: Vault Reciprocal Exchange, 300 First Avenue South, Suite 401, St. Petersburg, FL 33701. If you ask us to correct, amend or delete any information about you in our files and in the event we refuse to do so, we will nevertheless include this information in your file. To do this, you need only to send us a brief statement of what you believe to be the correct information.

You have the right to dispute inaccurate information in your consumer report by contacting the consumer reporting agency directly. Once you have directly notified the consumer reporting agency of your dispute, the agency must, within a reasonable period of time reinvestigate and record the current status of the disputed information. If after reinvestigation, such information is found to be inaccurate or unverifiable; such information must be promptly deleted from your records. If the reinvestigation does not resolve the dispute, you may file a brief statement setting forth the nature of the dispute with the consumer reporting agency. Your filed statement will then be included or summarized in any subsequent consumer report containing the information in question.

For complete information regarding the Federal Consumer Credit Protection Law, please refer to The Code of the Laws of the United States of America, Title 15, Chapter 41, Subchapter III, (15 U.S.C. ~ 1681 et seq.).



PRIVACY NOTICE

Important notice regarding your policy

Vault Reciprocal Exchange recognizes the importance of respecting the privacy of our subscribers. We want to make sure that you know what steps we take to protect the privacy of the nonpublic personal customer information we collect. In some cases, as allowed by law, we also disclose customer information.

Please read the following information which details how we collect, disclose and protect your personal information. No action is required on your part.

1. What information do we collect?

Vault Reciprocal Exchange and the producers that represent us collect only the information necessary to underwrite insurance policies and provide accurate insurance rates. We also collect information to maintain and improve customer service and claims handling for our subscribers. We obtain nonpublic personal information about you, our policyholder, from you in your request for a quotation of rates, applications, policy transactions, including claims, and other transactions with us. We also obtain nonpublic personal information from credit reporting agencies, motor vehicle departments, claim history reporting agencies and other third parties. If you have property insurance with us, we may send someone to inspect your property to confirm information about the value and condition of your property.

The nonpublic personal information we collect may include your name, address, birth date, phone number, e-mail address, driver's license number, accident and violation history. We may also collect nonpublic personal information about vehicle operators, mortgages, lien or lease holders, vehicle information, credit card information, credit report information, occupation and whether you own or rent your residence. We obtain and use this information only as allowed by law.

We rely on the information our insured's and applicants supply us as our first source of information. We may also collect personal information from other legitimate and legal sources.

For example, during our normal underwriting procedures, we review the motor vehicle records. We will review these records for all operators in your household. We will also review the claims history for your household from any prior insurance company or companies. These records are obtained from a nationally recognized consumer investigative firm.

2. What information do we disclose?

We will not disclose any of your personal information that has been collected or received for the purposes of underwriting any insurance transaction, unless you (or any other affected person) approve of the disclosure, except as permitted by law in the following situations:

- to persons or organizations, where necessary, to assist in an insurance, professional, or business function for us; or, to allow the person or organization to assist us in determining your eligibility for our insurance or for the purposes of detecting insurance fraud;
- where necessary, to other agents, insurance support organizations or insurers, to complete an insurance transaction or to help in the detection of fraud or other illegal activities;



- to a medical professional or medical care institution to verify your insurance coverage or benefits or to alert an individual to a medical problem, or to conduct a service audit;
- to an insurance regulatory authority;
- to a governmental or law enforcement authority, where necessary, to protect the interests of the insurer or to the aid in an investigation of insurance fraud or other criminal activities;
- to facilitate research or actuarial studies;
- for marketing of selected insurance services or products to selected insured's, although you may opt-out if you do not wish to have personal information released for marketing purposes;
- to any of our affiliated companies whose use of personal information will be for auditing or marketing purposes;
- to a group policyholder, when necessary to report claims experiences or to conduct audits of insurance transactions.

3. How can I find out what information you have about me?

At any time you can access any of your personal information that we may have. To do so, please submit a written request to us describing the information you want to review, and in your request; properly identify yourself so that we can release your requested information. Once your request has been received, and if the information is reasonably retrievable and locatable, we will take one of the following actions, within 30 business days:

- inform you of the nature and substance of the recorded information;
- allow you to see and copy, in person, such recorded personal information; or
- send you a copy of the recorded personal information by mail. (We may charge you a reasonable fee to cover the cost of this service.)

We will also tell you at this time the identity, if recorded, of persons to whom we have disclosed the personal information within the preceding two years.

4. How can I correct information that is not accurate?

If you ask us to correct, amend or delete any information about you, we will within 30 days, either correct, amend or delete the personal information in dispute or notify you of our refusal to take such action along with the reasons for our decision. If we make the correction, amendment or deletion you've requested, we will also notify you along with any person you designate who has received the information you within the preceding two years, any insurance support organization(s) which provided us with the disputed information.

If we refuse to make the requested correction, amendment or deletion, you are permitted to file a concise statement setting forth what you think is the correct, relevant or fair information along with a statement of the reasons why you disagree with our refusal to correct, amend or delete the information subject to dispute. We will file your statement with the disputed personal information and make any person who reviews your file aware of your statement. We will also furnish your statement to any person who has received personal information from us with the two preceding years and any insurance support organization whose primary source of personal information is an insurer.

You should know that personal information obtained from a report prepared by any insurance support organization may be retained and disclosed to other persons in the future.



You can submit your request for additional information or your request to amend your information to:

Privacy Officer

Vault Reciprocal Exchange

199 Water Street, 23rd Floor

New York, NY 10038

5. What security procedures do we use?

We maintain physical, electronic and procedural safeguards that comply with state and federal regulations to protect the confidentiality of nonpublic personal information. We restrict access to nonpublic personal information to those employees who need to know that information to provide products or services to you. We take reasonable measures to ensure the companies we use as our business partners support our commitment to protecting the privacy of our subscribers in their handling of our subscriber's personal data. We require service providers and others to keep your information strictly confidential and to use the information solely on our behalf, and as directed by us, and we require them to protect this information as we would. We maintain physical, electronic and procedural safeguards to protect and safeguard your non public personal information.

6. Privacy and the internet

If you use the internet to access information on our website concerning our products and services, please read the Privacy Notice that appears at www.vaultinsurance.com/privacy.



FEE DISCLOSURE NOTICE

Important notice regarding your policy

We do not pay a commission to your agent for placing this policy with us. Your agent may charge a separate fee for professional services associated with the placement of this policy.

Your agent provides important, ongoing service and advice with respect to this policy. We would advise you and your agent enter into a formal, professional services agreement.

In the event that you and your agent are unable to reach mutually agreeable terms for a professional services agreement this policy will convert to a commission-based policy. We will not process this change without your authority.

An agent may not receive commission from an insurance company *and a fee* from a client for the same policy. If you suspect such activities, please report them to us immediately.

This notice does not change the terms and conditions of your policy.



COMMISSION DISCLOSURE NOTICE

Important notice regarding your policy

We pay a commission to your agent for placing this policy with us. This commission is a percentage of premium charged for the policy. We do not pay your agent a percentage of any surcharges to the policy as listed on your Declarations or any percentage of the surplus contribution listed on the Declarations.

An agent may not receive commission from an insurance company *and a fee* from a client for the same policy. If you suspect such activities, please report them to us immediately.

This notice does not change the terms and conditions of your policy.



VAULT COMPLETE

Application for Homeowners Insurance

Applicant Name	Agent Name
Mailing Address Line 1	Agent Mailing Address 1
Mailing Address Line 2	Agent Mailing Address 2
City, State, ZIP	City, State, ZIP
	Agency Code
	Agency Phone number

Date of Application: XX/XX/XX

Policy Period: XX/XX/XXXX to XX/XX/XXXX

Each Policy Period begins and ends as 12:01 AM standard time at the insured location.

Member Name	(Pre-fill from member level)
Mailing Address Line 1	(Pre-fill from member level)
Mailing Address Line 2	(Pre-fill from member level)

Have you had a foreclosure, repossession, bankruptcy, judgment or lien during the last five (5) years?	Y/N
Have there been more than 3 losses within the past 5 years (other than Acts of God or valuable articles)?	Y/N
Number of losses within the last three 3 years (other than Acts of God or valuable articles)?	
Is the property for sale?	Y/N
Is the property vacant or unoccupied?	Y/N
Do you keep any animals at any location to be insured that have any prior bite history?	Y/N
Is the location to be insured currently undergoing construction or renovations?	Y/N
Is the location to be insured currently or planned to be rented to others for any duration less than 3 continuous months?	Y/N

Insured Location

<enter location address>

Coverage	Coverage Limit
Dwelling	\$XX,XXX,XXX
Other Permanent Structures	\$XX,XXX,XXX
Contents	\$XX,XXX,XXX
Loss of Use	\$XX,XXX,XXX
Sump Pump and Back Up of Sewers and Drains	\$XX,XXX
Liability	\$XXX,XXX
Medical Payments	\$XX,XXX



Deductible	
<Hurricane Deductible>	<\$\$\$\$> <(XX%) Of Dwelling Coverage Limit>
All Other Peril Deductible <Earthquake Deductible>	<all other peril deductible \$ amount> per loss (XX%) <Of Dwelling or Contents Coverage Limit>

Mortgagee Information

Liability Extension
<location> (If liability is extended to another location, the address would be entered here)

Residence Information			
Year Built	XXXX	Residential Sprinkler System Credit	XX
Protection Class	X	Guarded Gated Community Credit	XX
Construction Type	XXXX	External Perimeter Security Protection Credit	XX
Building Code Effectiveness Grade	XX	Gas Leak Detector Credit	XX
Roof Deck	XX	Lightning Protection System Credit	XX
Occupancy Type	XXXX	Wind Retrofit Year	Y/N
Secondary Water Resistance Credit	XX	Full Time Live-in Caretaker Credit	XX
Roof Shape	XXX	24-Hour Signal Continuity Protection Credit	XX
Opening Protection	XX	Sprinkler System with Water Flow Alarm Credit	XX
Seasonal Surcharge	XX	External Perimeter Gate Credit	XX
Auto Companion Credit	XX	Low Temperature Monitoring	XX
Vacancy Surcharge	XX	Vault Lifestyle Member Loyalty Credit	XX
		Vault Lux Valuables Loyalty Credit	XX
Backup Generator Credit	XX	Complete Home Renovation Credit • Wiring/Plumbing updated within 25 years • Other than Tile roof composition updated within 20 years • Tile roof composition updated within 25 years	XX
Central Reporting Burglar Alarm Credit	XX		
Central Reporting Fire Alarm Credit	XX		
Water Leak Detection/Shut off Device Credit <With Alarms/Without Alarms>	XX	24-Hour Doorman Credit <Condo/Tenant>	XX
		Surveillance Camera Credit <Condo/Tenant>	XX
Locked or Manned Elevators Credit <Condo/Tenant>	XX	<Minor/Major/Major with Vacancy> Renovation Surcharge	XX
<Partial> Rented to Others Surcharge	XX		
<Mortgage Free Discount <Home>>	XX		



Optional Endorsements		
Endorsement Name	Endorsement Form Number and Edition Date	Premium

Premium	
Location Premium with Optional Endorsements	\$
Surplus Contribution	\$
Grand Total	\$

INSUFFICIENT FUNDS

I agree that if my coverage is bound and my down payment or full payment check for the initial premium is returned by the bank because of non-sufficient funds, coverage will be null and void unless the non-payment is cured within the earlier of five (5) days after actual notice by certified mail is received from you or fifteen (15) days after notice is sent to you by certified mail or registered mail.

NOTICE OF PERSONAL INFORMATION AND CREDIT SCORING

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION, AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM FOR WHICH YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTIONS OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES OF YOUR REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US.

_____ Applicant Initials



ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

APPLICANT'S STATEMENT

I have read the above application and any attachments and supplements. I declare that the information being provided is true, complete and correct. This information is being offered to the company and an inducement to issue the policy for which I am applying. I understand that this policy may be voided and no claims paid hereunder if any insured has misrepresented any material fact or circumstance that would have caused Vault Reciprocal Exchange not to issue this policy.

Applicant's Signature	Date



CANINE LIABILITY EXCLUSION

Name, Breed and Description of Canine(s):

<NAME, BREED AND DESCRIPTION>

<NAME, BREED AND DESCRIPTION>

<NAME, BREED AND DESCRIPTION>

PART III – LIABILITY, E. EXCLUSIONS

The following exclusion is added:

Canines

Bodily injury or **property damage** arising out of direct or indirect physical contact with the canine described above that is owned or kept by or in the care, custody or control of an **insured**.

By signing this endorsement, you agree that **bodily injury** or **property damage** arising out of direct or indirect physical contact with the specific canine(s) listed above is excluded under this policy.

Signature of Named Insured

Date

All other provisions of this policy apply.



EXCLUSION OF EQUINE-RELATED LIABILITY

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

It is agreed and understood that **PART III – LIABILITY, E. EXCLUSIONS** is amended to include the following:

Equine

Bodily injury or **property damage** arising out of direct or indirect contact with a horse that is owned by or in the care, custody or control of an **insured person** or of a person hired by you or a **family member**.



IMPORTANT FLOOD INSURANCE NOTICE

Your homeowners or dwelling policy does NOT provide coverage for loss caused by flood or mudslide, which is defined, in part, by the National Flood Insurance Program as:

A general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waters or from the unusual and rapid accumulation or runoff of surface waters from any source.

If you are required by your mortgage lender to have flood insurance on your property, or if you feel that your property is susceptible to flood damage, insurance coverage from flood is available on most buildings and contents in participating communities through the National Flood Insurance Program.

Information about flood insurance and whether your community participates in the program can be obtained from your insurance company, from your insurance agent/broker, or directly from the National Flood Insurance Program by calling 1-800-638-6620.



**HOMEOWNERS COVERAGE
POLICY PROVISIONS**

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This policy is issued by Vault Reciprocal Exchange (VRE), a reciprocal insurance company. By purchasing this policy, you are a Subscriber to VRE. You are subject to the current Subscriber's Agreement and Power of Attorney. This is a non-assessable policy consistent with section 629.261, Florida Statutes. The liability of the Subscriber to VRE is limited to the costs associated with the insurance policies only. VRE may annually allocate a portion of surplus to subscriber savings accounts. Amounts allocated to subscriber savings accounts remain a part of VRE's surplus. They may be used to support the operations of VRE. Your right to the balance in the subscriber savings account is limited as set forth in the Subscriber's Agreement.

The Contract together with the Declarations Page and Endorsements, if any, complete the policy. This policy includes all of the agreements between you and us or our authorized agents concerning this insurance.



THIS POLICY IS NOT COMPLETE WITHOUT A DECLARATIONS PAGE

HOMEOWNERS COVERAGE POLICY PROVISIONS

INSURING AGREEMENT

Vault Reciprocal Exchange will provide the insurance described in this policy in return for the payment of premium and compliance with all applicable provisions of this policy.

Various provisions in this policy restrict or exclude coverage. Read the entire policy carefully to determine your rights and duties, and what is and is not covered. We have no duty to provide coverage unless there has been full compliance with all applicable provisions of this policy.

PART I – DEFINITIONS

Words with special meanings are defined here or in the part of the policy where they are used. Throughout the policy, defined terms will be bolded when used.

In this policy, the words “you”, and “your” refer to the person or persons, or entity, named on the Declarations Page and the person or person’s **spouse** who resides in the same household. The words “we”, “us”, and “our” mean the insurance company named on the Declarations Page.

As used herein, a Declarations Page includes any schedule that supplements it.

Also, in this policy certain words are defined as follows:

Aircraft means any contrivance used or designed for flight, except model or hobby craft not used or designed to carry people or cargo. **Aircraft** also includes **hovercraft**.

Bodily Injury means physical bodily harm, sickness or disease. This includes required care, loss of services, or resulting death.

Business means:

- a. A part-time or full-time trade, occupation or profession, including farming or ranching, other than **incidental business**; or
- b. Any other activity engaged in for money or other compensation other than reimbursement for expenses incurred to perform the activity.

However, **business** does not include:

- a. Volunteer activities for which the only payment received is for expenses incurred to perform the activity;
- b. Providing home day care services to a relative of an **insured person**; or
- c. Providing home day care services to anyone provided the only compensation received is mutual exchange services.

Captain means any person employed by you or on your behalf under an employment agreement naming such person as a **captain** and as the **crew member** to be in charge of the shipboard management and navigation of any owned, rented or borrowed **watercraft**.

Contents means personal property owned or possessed by you or a **family member**. For any **residence** listed on the Declarations Page as a condominium or cooperative, **contents** means:

- a. Personal property you or a **family member** own or possess;
- b. Improvements, betterments, installations, additions, alterations or fixtures, that you paid for or acquired along with the **residence**; or
- c. All property located within the boundaries of your unit which is your insurance responsibility under a corporation or association of property owners agreement.

Crew Member means any person employed by you or on your behalf under an employment agreement to serve as a **crew member** on board any owned, non-owned, rented or borrowed **watercraft**.

Damages means the sum required to satisfy any **bodily injury, property damage, or personal injury** caused by an **occurrence** covered by this policy, whether settled by us or agreed in writing by us, or resolved by judicial review.

Dwelling means the owned one or two family house at each location named on the Declarations Page. **Dwelling** is not a condominium or cooperative.

Earthquake means a shaking or trembling of the earth that is volcanic or tectonic in origin. **Earthquake** includes all land after-shocks occurring within seventy-two (72) hours of the initial shock.

Family Member means a person that resides in an **insured location** and is related to you by blood, marriage, domestic partnership registered under state law, or adoption.

Family member also includes:

- a. Other persons under the age of 25 who resides in an **insured location** and are in your care or the care of another **family member**; and
- b. A student enrolled in school full-time, as defined by the school, who is a resident in an **insured location** before moving out to attend school, provided the student is under the age of 25 and is:
 - i. Related to you by blood, marriage, or adoptions; or
 - ii. In your care or the care of another **family member**.

Fungi means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by **fungi**.

Furnishings means any items not used in the operation or navigation of your **watercraft** and stored and used exclusively on board, including, but not limited to, your fishing gear, sports equipment, clothing, loose furniture, dishes, and computer hardware. **Furnishings** does not include property of guests, fine arts, jewelry, money, checks, credit cards, debit cards, or bankcards or any stocks, notes, mortgages or any intangible property.

Hovercraft means a self-propelled motorized ground effect vehicle that travels over land or water on a cushion of air provided by downwardly directed fans.

Incidental Business means:

- a. A **business** activity that:
 - i. Does not produce annualized gross revenues in excess of \$10,000;
 - ii. Does not have employees subject to workers' compensation, disability benefits, unemployment compensation or other similar disability laws; and
 - iii. Conforms to federal, state, and local laws;
- b. The **business** of farming at your **residence**, provided the farming activity;
 - i. Does not involve employment of other for more than 1,250 hours of farm work during the policy period; or
 - ii. Does not produce more than \$10,000 in annualized gross revenues from farm activities;
- c. Rental income generated from **residences** listed on the Declarations Page that you own and rent to others, regardless of the annualized income generated from the **residences**; or
- d. Managing of your own personal investments at your **residence** regardless of where the revenues are produced.

Annualized gross revenue is determined by examining the activity during the twelve (12) months preceding the date of loss.

Insured Location means:

- a. The **residence**;
- b. The part of other premises, **other permanent structures** and grounds used by you as a **residence**; and
 - i. Which is shown on the Declarations Page or on an endorsement; or
 - ii. Which is acquired by you during the policy period for your use as a **residence**;
- c. Any premises used by you in connection with a premises described in **a.** and **b.** above;
- d. Any part of a premises where an **insured person** is temporarily residing;
- e. **Vacant** land, other than farm land, owned by or rented to an **insured person**;
- f. Land owned by or rented to an **insured person** on which a one or two family dwelling is being built as a **residence** for an **insured person**;
- g. Individual or family cemetery plots or burial vaults of an **insured person**; or

- h. Any part of a premises occasionally rented to an **insured person** for other than **business** use.

Insured Person means:

- a. You or a **family member**;
- b. An additional **insured** named in the policy but only with respect to an **occurrence** arising out of the ownership, maintenance, or use of any **residence** listed on the Declarations Page;
- c. If the **residence** is owned by a **Residence Trust or LLC**, the manager, personal representative, executor, administrator, trustee or beneficiary of your estate or living trust while acting in such capacity;
- d. However, trustees and managers of a **Residence Trust or LLC**, who are not defined as a **named insured** elsewhere in this policy, are considered an **insured person** only with respect to an **occurrence** arising out of the ownership, maintenance, or use of any **residence** listed on the Declarations Page;
- e. Any person given permission by you or a **family member** to use a vehicle or **watercraft** covered under this policy with respect to their legal responsibility arising out of its use; and
- f. With respect to vehicle or **watercraft** to which this policy applies, any individual or entity legally responsible for these vehicle or **watercraft** which are owned by you or a family member. A person or organization using or having custody of these vehicle or **watercraft** in the course of any **business** or without the permission of the owner is not an **insured person**.

Insured person does not mean the owner or lessor of a vehicle, **watercraft**, including any coverage for a **captain or crew member, aircraft or recreational motor vehicle** loaned to or hired for use by any **insured person**.

Landscaping means your trees, lawn, shrubs, and other plants on the grounds of your **residence**.

Medical Expenses means reasonable charges for medical, dental, hospital, surgical, X-ray, prosthetic devices, professional nursing, ambulance, and funeral services.

Mine Subsidence means the lateral or vertical ground movement caused by a failure initiated at the mine level of man-made underground mines, including, but not limited to coal mines, clay mines, limestone mines and fluorspar mines that directly damage structures. **Mine subsidence** does not mean lateral or vertical ground movement caused by:

- a. **Earthquake**, landslide, or volcanic eruption;
- b. Soil conditions, soil erosion, soil freezing or thawing, improperly compacted soil, construction defects, roots of trees or shrubs; or
- c. Collapse of storm or sewer drains or rapid transit tunnels.

All damage that is caused by a single **mine subsidence** event or several **mine subsidence** events which are continuous shall constitute one **mine subsidence** loss.

Occurrence means:

- a. An accident, to which this insurance applies, including continuous or repeated exposure to substantially the same general harmful conditions, which occurs during the policy period and results in **bodily injury** or **property damage** that is neither expected nor intended by the **insured person**. All such exposure to substantially the same conditions shall be considered as arising out of one **occurrence**; or
- b. An act or a series of acts of a similar nature, to which this insurance applies, that are committed during the policy period and result in **personal injury**.

Other Permanent Structures means all outdoor structures that are separated by a clear space that you own including, but not limited to, guest houses, pool houses, sheds, swimming pools, and detached garages that are situated on the grounds of your **residence**. **Other permanent structures** includes hardscape such as driveways, fountains, underground irrigation systems, decorative pools, terraces, patios, retaining walls, walkways, fencing, gates, and unattached decks.

Personal Injury means harm, other than **bodily injury**, including shock, emotional distress, and mental injury, caused by any of the following unintentional acts committed by an **insured person** during the policy period:

- a. Wrongful detention, false imprisonment, or false arrest;
- b. Invasion of privacy;
- c. Defamation, libel, or slander;
- d. Malicious prosecution; or
- e. Wrongful entry or eviction.

Pollutants or Contaminants means solid, liquid, gaseous or thermal irritant or contaminant, including:

- a. Smoke;
- b. Vapor;
- c. Soot;
- d. Fumes;
- e. Acids;
- f. Alkalis;
- g. Chemicals; or
- h. Waste.

Waste includes materials to be recycled, reconditioned or reclaimed.

Property Damage means physical injury to, destruction of, or loss of use of tangible property.

Reconstruction Cost means the lesser of the amount at the time of the loss required to:

- a. Restore or repair a structure; or
 - b. Replace or rebuild a structure at the same location;
- with materials of like kind and quality.

Reconstruction cost does not include depreciation, or any amount required to comply with the enforcement of any ordinance or law. It also does not include any amount required for the excavation, replacement or stabilization of land under or around a structure.

Recreational Motor Vehicle means:

- a. A motorized land vehicle not owned by an **insured person** designed for use primarily off public roads, not subject to motor vehicle registration or operator licensing;
- b. A motorized land vehicle owned by an **insured person** designed for use primarily off public roads, not subject to motor vehicle registration or operator licensing, and which is used solely on your **residence**, with the exception of vehicles used to assist the handicapped;
- c. A golf cart used as a means of travel about your residence, your residence community or a golf course for golfing purposes or community or other private activities;
- d. Vehicle used to assist the handicapped that are not designed for or required to be registered for use on public roads; or
- e. Motorized land vehicle in dead storage at the **residence**.

Residence means any **dwelling, other permanent structures**, and grounds that you own or reside in that is listed on the Declarations Page. **Residence** includes any condominium or cooperative unit, apartment that you own or reside in, or any **dwelling** in which you reside as a tenant, and which is listed on the Declarations Page.

Residence Employee means:

- a. Your employee whose duties are related to the maintenance or use of the **residence**, including household or domestic services; or
- b. One who performs similar duties elsewhere not related to your **business**.

Residence Trust or LLC means a legal entity created for the ownership of the **residence** premises provided that:

- a. The members of the **Residence Trust or LLC** only include you and the individuals who reside in your household; and;
- b. If the **Residence Trust or LLC** is an LLC, it must own the **residence** premises.

However, there is no coverage for a **Residence Trust or LLC** in regards to the following:

- a. Any commercial activity or **business** assets;
- b. Any **watercraft** greater than 25 feet in length; or
- c. Employs a **captain** or **crew member**.

Spouse means a marriage partner or an individual registered under federal, state and local law as a domestic partner of the **insured person** shown on the Declarations Page, who resides in the same household.

Suit means a civil proceeding in which **bodily injury, property damage, or personal injury damages**, to which this insurance applies, are alleged. **Suit** includes an arbitration or mediation proceeding alleging such **damages** to which the **insured person** must submit or submits with our consent.

Unoccupied means when the **residence** is uninhabited for 30 or more consecutive days.

Vacant means that the **residence** has been substantially empty of **contents** for more than thirty (30) consecutive days at the time of a covered loss. A **dwelling** being constructed is not considered **vacant**.

Watercraft means a boat or craft, its hull, machinery, fixtures, fittings, and all other items used in the connection with navigation that is principally designed to be propelled on, over, or in the water by wind, engine power, or electric motor. A model boat or hobby craft not used or designed to carry people or a boat propelled solely by human power is not considered a **watercraft**.

PART II – PROPERTY

A. PERILS INSURED AGAINST

We insure against direct physical loss or damage occurring during the policy period to your **dwelling**, **contents**, and **other permanent structures** unless stated otherwise or an exclusion applies.

B. COVERAGE AND LOSS SETTLEMENT

1. Dwelling

For a covered loss we will pay up to the **reconstruction cost** for your **dwelling** up to 200% of the coverage limit shown for that location on the Declarations Page. However, the most we will pay is the coverage limit shown for that location on the Declarations Page if:

- a. you do not begin to repair or rebuild your **dwelling** within two years from the date of loss;
- b. you do not maintain at least the amount of coverage for your **dwelling** as previously agreed to, including any adjustments we make based on appraisals or revaluations; or
- c. you do not repair or rebuild your **dwelling** at the same location.

2. Other Permanent Structures

For a covered loss we will pay the **reconstruction cost** for your **other permanent structures** up to 200% of coverage limit shown for that location on the Declarations Page. However, the most we will pay is the coverage limit shown for that location on the Declarations Page if:

- a. the coverage limit shown for this location on your Declarations Page for **other permanent structures** is less than 20% of the coverage limit for your **dwelling**;
- b. you do not begin to repair or rebuild your **other permanent structures** within two years from the date of loss;
- c. you do not maintain at least the amount of coverage for your **other permanent structures** as previously agreed to, including any adjustments we make based on appraisals or revaluations; or
- d. you do not repair or rebuild your **other permanent structures** at the same location.

3. Contents

The most we will pay for a covered loss to **contents** is the lesser of the amount required to repair or replace the **contents** without application of depreciation, whether or not repaired or replaced, up to the amount of coverage for **contents**. However, with respects to personal property you or a **family member** own or possess, if the **contents** are obsolete or unusable as a result of their age or condition, depreciation will be applied.

The amount of coverage for **contents** depends on where the loss occurs. For a covered loss to **contents** that occurs:

- a. Anywhere in the world away from any **residence** that an insured owns or lives in, including an **insured location**, we will pay up to the highest **contents** limit of any single **residence** listed on the Declarations Page.
- b. However, for a covered loss to **contents** that occurs:
 - i. At a **residence** listed on the Declarations Page, we will pay up to the coverage limit for **contents** at that location for each covered loss;
 - ii. At a **residence** that an **insured person** owns or lives in that is insured under another policy, we will not pay any amount under this policy; or
 - iii. At a **residence** that an **insured person** owns or lives in that is not listed on the Declarations Page and not insured under another policy, we will pay up to 10% of the highest **contents** limit of any single **residence** listed on the Declarations Page.

However, if this **residence** has been acquired within the last sixty (60) days from the date of loss, we will pay up to the highest **contents** limit of any single **residence** listed on the Declarations Page; or

- iv. Away from any **residence** that an insured owns or lives in, including a **residence**, we will pay up to the highest **contents** limit of any single **residence** listed on the Declarations Page.

The limitation in paragraph iii. do not apply if the **contents** were moved from the **residence** because it is being repaired, renovated or rebuilt and is not fit to live in or store property in.

4. **Residence Under Construction**

If at any time during the policy period:

- a. You are newly constructing your **residence**;
- b. You are constructing additions, alterations or renovations to your **residence** and as a result, have temporarily vacated the **residence**; or
- c. You are constructing additions, alterations or renovations to the **residence** equal to or in excess of the 10% of the coverage amount shown on the Declarations Page;

then the most we will pay for a covered loss is the **reconstruction cost** less depreciation, not to exceed the coverage limit shown on the Declarations Page. We will pay this amount whether or not you actually repair or rebuild. You must still maintain at least the amount of coverage for your **residence** as previously agreed to, including any adjustments we make based on appraisals or revaluations. This will remain the loss settlement provision until all construction is completed, and you and we agree on the amount of coverage for your **residence**.

5. **Deductible**

Unless otherwise noted in this policy, the all other peril deductible or one of the special deductibles shown on the Declarations Page or by endorsement is the amount of a covered loss you will pay for each covered loss.

If more than one deductible applies, we will apply only the highest deductible.

Construction deductible.

If at any time during the policy period:

- a. You are newly constructing your **dwelling** or **other permanent structures**;
- b. You are constructing additions, alterations, or renovations to the **dwelling** or **other permanent structures** and as a result have temporarily vacated the **residence**; or
- c. You are construction additions, alterations, or renovations to the **dwelling** or **other permanent structures** and the cost will exceed 10% of the coverage amount for your **dwelling** or **other permanent structures**;

Then a special construction deductible of 5% of **dwelling** coverage will apply to each covered loss in lieu of a base deductible. This deductible applies to your **dwelling, other permanent structures, contents**, and additional coverages. The dollar amount of this **deductible** is based on the **dwelling** coverage limit shown on the Declarations Page for the location at the time of the loss. This **deductible** does not eliminate any other special **deductibles** that may apply. If we have otherwise given our prior written consent, the special construction deductible will not apply.

6. **Special Limits of Insurance**

The special limits shown for the following categories apply for each covered loss to the type of **contents** shown in each category and is the maximum we will pay for each covered loss to that category. These special limits are not additional insurance and they do not increase the **contents** limit.

- a. Money, bank notes, money orders, drafts, checks, coins, medals, gold other than goldware, silver other than silverware, or platinum bullion or ingots - \$2,500;
This limit is increased to \$10,000 for bank notes, bullion, gold other than gold ware, silver other than silver ware, or platinum that are stored in a locked home safe located on the **residence premises** or in a bank vault or bank safe deposit.
- b. **Watercraft**, outboard motors, equipment, and **furnishings** - \$5,000;
- c. Trailers - \$5,000;
- d. Grave markers and mausoleums - \$10,000;
- e. Negotiable papers, securities, accounts, evidences of debt, letters of credit, notes (other than bank notes), manuscripts, passports, tickets, or stamps. The limit applies regardless of whether it is in hard

copy, electronic, or other format. This special limit does not apply if stored in hard copy form in a bank vault or bank safe deposit box - \$5,000;

- f. Jewelry, including watches, precious stones, or semi-precious stones, whether set or unset, that are lost, misplaced, or stolen - \$5,000;

If your **residence** is a:

- i. **Dwelling**, this special limit is increased to \$50,000 if the Declarations Page shows a limit of **contents** that is 50% or more of the coverage for your **dwelling**. However, the most we will pay for any one article is \$25,000; or
- ii. Condominium unit, cooperative, or apartment, this special limit is \$50,000 if the Declarations Page shows a limit for **contents** that is at least \$1,000,000. However, the most we will pay for any one article is \$25,000.

This special limit does not apply if the items are stored in a bank vault or bank safe deposit box.

- g. Furs that are lost, misplaced, or stolen - \$5,000;
- h. Guns that are lost, misplaced, or stolen - \$5,000; or
- i. Silverware or silverplated items, goldware, or goldplated items, platinumware or platinum plated items, pewterware, or trophies that are lost, misplaced, or stolen - \$10,000.

7. Amount of Coverage for your Loss of Use

If a covered loss to your **dwelling**, **other permanent structures**, or **contents**, or if your **residence** is a condominium, cooperative or apartment, property loss to any property located outside the boundaries of your unit makes the **residence** not fit to live in, we cover the following, but the most we will pay for any one covered loss is the coverage amount shown on the Declarations Page.

a. Additional Living Expense:

- i. If the **residence** is your primary **residence**, we will pay the necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living; or
- ii. If the **residence** is not your primary **residence**, we will pay the necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living for those periods of time that you had planned to use, or customarily use, the **residence**.

b. Fair Rental Value

The amount of rent shown on a signed lease agreement less any expenses that do not continue while the **residence** is not fit to live in.

Payment will be for the shortest time required to repair or replace the damage, or if you permanently relocate, the shortest time required for your household to settle elsewhere.

c. Civil Authority

If you are forced to evacuate your **residence** or a civil authority prohibits you from use of your **residence**, we will reimburse you for the reasonable increase in living expenses and fair rental value incurred by you so that your household can maintain its normal standard of living for up to 30 days. The most we will pay for this coverage is \$50,000.

C. ADDITIONAL COVERAGES

These coverages are offered in addition to the amount of coverage shown on the Declarations Page unless stated otherwise or an exclusion applies. Exclusions to these coverages are described in Section E. Exclusions. Your deductible applies to these additional coverages unless stated otherwise.

1. Collapse

We cover direct physical loss to covered property involving collapse of a **dwelling** or **other permanent structures** that is a building, or any part of a building, if the collapse was caused only by one or more of the following:

- a. Decay that is hidden from view, unless the presence of such decay is known to an **insured person** prior to collapse;
- b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an **insured person** prior to collapse;
- c. Weight of **contents**, equipment, animals, or people;
- d. Weight of rain or snow that collects on a roof;
- e. Use of defective material or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling, or renovation; or

- f. Any other cause of loss not otherwise excluded.

Loss to an awning, fence, patio, deck, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf, or dock is not included under items a. through f. above, unless the loss is a direct result of the collapse of a building or any part of a building.

With respect to this additional coverage:

- a. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its current intended purpose.
- b. A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- c. A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building.
- d. A building or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage, or expansion.

This additional coverage is not in addition to the limit of insurance that applies to the damaged property.

2. Construction Materials

In the event of a covered loss, we cover materials and supplies owned by you and located at a **residence** listed on the Declarations Page for use in the repair, alteration, or construction of your **residence** unless stated otherwise or an exclusion applies.

This additional coverage is not in addition to the limit of insurance that applies to the damaged property.

3. Credit Cards, Forgery, and Counterfeiting

We will pay up to a total of \$10,000 for:

- a. Any amount an **insured person** is legally obligated to pay resulting from:
 - i. Theft, loss, or unauthorized use of a bankcard or credit card issued in the name of you or an **family member**;
 - ii. Loss caused by forgery or alteration of any check or negotiable instrument;
 - iii. Loss resulting from theft or unauthorized use of an electronic fund transfer card or access device used for deposit, withdrawal or transfer of funds, issued to or registered in you or an **family member's** name;
 - iv. Loss to you or a **family member** caused by forgery or alteration of any check or negotiable instrument; and
- b. Loss to you or a **family member** caused by accepting in good faith any counterfeit United States or Canadian paper currency.

A loss will not be covered unless all the terms for using the card, check, or negotiable instrument are complied with by an **insured person**.

We may investigate and settle any claim or **suit**. Our duty to defend a claim or **suit** ends when the amount we pay for loss equals our limit of insurance. If a **suit** is brought against you or a **family member** for loss from for 3.a.i. or 3.a.iii. above, we will provide a defense at our expense by counsel of our choice. We have the option to defend the bank of you or a **family member** for any **suit** against the bank for enforcement of payment under 3.a.iv. above.

Our limit of insurance for this coverage will be reduced by any amount of money recovered or reimbursed by the financial institution with which the account, credit card, electronic transfer card, or access device is held.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss. We do not cover loss arising out of **business** pursuits.

Your deductible does not apply to this additional coverage.

We do not cover:

- a. Unauthorized use of a credit card, electronic fund transfer card or access device:
 - i. By a resident of your household;
 - ii. By you or a **family member** who has been entrusted with either type of card or access device; or
 - iii. If you or a **family member** has not complied with all terms and conditions under which the cards are issued or the devices accessed.

Loss arising out of **business** use or a fraudulent, dishonest, or criminal act of any **insured person** or someone acting at the direction of or in concert with an **insured person**.

4. Data Replacement

We will reimburse you up to \$5,000 for reasonable expenses you incur to replace lost personal data stored on a personal computer or portable computing device that you own or lease as a result of covered loss.

5. Debris Removal

We will pay the reasonable expenses you incur to remove debris of covered property resulting from a covered loss from the **residence**.

If the **residence** is a house, these payments increase the amount of your coverage by 10% of the **dwelling** limit shown on the Declarations Page. If the **residence** is a condominium, cooperative or apartment, these payments increase the amount of your coverage by 10% of the **contents** limit shown on the Declarations Page.

6. Ensuing **Fungi**, or Bacteria

For a covered loss we will not pay more than \$20,000 for:

- a. The total of all loss payable under **PART II – PROPERTY** caused by **fungi** or bacteria;
- b. The cost to remove **fungi** or bacteria from property covered under **PART II – PROPERTY**;
- c. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the **fungi** or bacteria; and
- d. The cost of testing of air or property to confirm the absence, presence or level of **fungi**, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of **fungi**, or bacteria.

This coverage only applies when such loss or costs are a result of an otherwise covered loss that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the otherwise covered loss occurred.

\$20,000 is the most we will pay for the total of all loss or costs payable under this **ADDITIONAL COVERAGE** regardless of the:

- i. Number of locations insured under this policy; or
- ii. Number of claims-made.

If there is covered loss or damage to covered property, not caused, in whole or in part, by **fungi**, or bacteria, loss payment will not be limited by the terms of this **ADDITIONAL COVERAGE**, except to the extent that **fungi** or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this **ADDITIONAL COVERAGE**.

Fungi or bacteria remediation expenses also includes up to a maximum of \$5,000 for coverage for loss of use of your **residence** resulting from **fungi** or bacteria.

Loss of use means:

- a. The necessary reasonable increase in living expenses incurred by you so that your household can maintain its normal standard of living while your **residence** is uninhabitable; and
- b. For a **residence** that is rented out, the amount of rent shown on a signed lease agreement, less any expenses that do not continue, while the **residence** is uninhabitable.

\$20,000 is the most we will pay regardless of the number of locations insured, or the number of claims. We will not make any additional payments for ensuing **fungi** or bacteria under any other part of this policy.

These payments do not increase your coverage amount.

7. Environmentally Friendly Upgrades

In the event of a covered loss that exceeds your deductible we will pay up to \$50,000 for additional costs incurred to use approved environmentally friendly materials, fixtures, appliances or methods in the necessary rebuilding, repairing or replacing of your **dwelling, other permanent structures** or **contents**.

Under no circumstances will this additional coverage serve to reduce or limit coverage provided under **PART II – PROPERTY COVERAGE**.

Examples of approved environmentally friendly materials, fixtures, appliances and methods include, but are not limited to, appliances and lighting, heating and cooling systems that meet Energy Star or

equivalent levels of efficiency and building materials that are sustainably produced, responsibly harvested or composed of recycled content.

This additional coverage is not in addition to the limit of insurance that applies to the damaged property.

8. Fire Department Charges

We will pay the charges imposed by law or assumed by written agreement when a fire department answers a call to save or protect a **residence** listed on the Declarations Page.

Your deductible does not apply to this additional coverage.

9. Food Spoilage

We will pay for food stored in freezers or refrigerators at a **residence** for a spoilage loss caused by an interruption of the power supply, originating either on or off-premises, or due to the mechanical breakdown of refrigeration equipment at any **residence** you reside in or own.

Food Spoilage does not include any loss to wine.

This additional coverage is not in addition to the limit of insurance that applies to the damaged property.

10. Identity Theft Expense Coverage

We will reimburse you or a **family member** up to a total of \$25,000 for **identity theft expenses** as the direct result of any one **identity theft** event commencing during the policy period.

Identity theft means the act of knowingly transferring or using, without lawful authority, a means of identification of you or your **family members** with the intent to commit, or to aid or abet another to commit, an unlawful activity that constitutes a violation of federal law or a crime under any applicable state or local law.

Covered **identity theft expenses** are:

- a. Costs for notarizing affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarized;
- b. Costs for certified mail sent to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;
- c. Lost wages as a result of time taken off work to meet with, or talk to law enforcement agencies, credit agencies and/or legal counsel, or to complete **identity theft** affidavits, up to a maximum payment of \$500 per week for a maximum period of four weeks;
- d. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information; and
- e. With our prior consent, reasonable attorney fees incurred as a result of identity fraud for:
 - i. Defense of lawsuits brought against you or a **family member** by merchants or their collection agencies;
 - ii. The removal of any criminal or civil judgments wrongly entered against you or a **family member**; and
 - iii. Challenging the accuracy or completeness of any information in a consumer credit report.

This coverage does not apply to losses covered under Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money. This coverage does not apply where an **insured person** or someone acting at the direction of an insured commits a fraudulent, dishonest or criminal act, whether acting alone or in concert with others.

Your deductible does not apply to this additional coverage.

11. Incidental Business Property

We will pay up to \$10,000 for a covered loss to property owned or leased by you and used for an **incidental business** conducted at a **residence** listed on the Declarations Page.

12. Land

In the event of a covered loss to your **dwelling** or **other permanent structures**, if the related repair requires stabilization, excavation, or replacement of land under or around your **dwelling** or **other permanent structures**, we will pay up to 10% of the amount of covered loss to your **dwelling** or **other permanent structures** for this coverage.

13. Landscaping

If your **residence** is a **dwelling**, we will pay up to 5% of the **dwelling** coverage limit shown on the Declarations Page for the **residence** at which the covered loss occurs, but no more than \$5,000 for any one tree, shrub, or plant.

If your **residence** is a condominium unit, or cooperative, we will pay up to 5% of the **contents** coverage limit shown on the Declarations Page for the **residence** at which the covered loss occurs, but no more than \$5,000 for any one tree, shrub, or plant.

We will pay only for losses caused by:

- a. **Aircraft**;
- b. Fire, lightning, or explosion;
- c. Riot or civil commotion;
- d. A vehicle not owned or operated by someone who lives at the **residence**; or
- e. Theft, attempted theft, vandalism, or malicious mischief.

This additional coverage applies only if you repair or replace the damaged **landscaping** within 180 days of the date of loss, unless extended by us in writing.

14. Lock Replacement

We will pay the reasonable expenses you incur to replace the locks in a **residence** listed on the Declarations Page if the keys to that **residence** are lost or stolen.

Your deductible does not apply to this additional coverage.

15. Loss Assessments

We will pay up to \$50,000 for your share of an assessment charged during the policy period against all the members of a Homeowners Association for loss or damage to property owned collectively by all members. The assessment must be as a result of a covered loss to property that would be covered under this policy. We will not pay assessments charged for loss resulting from **earthquake** or from any volcanic activity or eruption, even if covered by this policy. However, we will pay your share of an assessment charged as a result of an ensuing covered loss due to theft, explosion, fire, or glass breakage unless another exclusion applies.

The maximum amount of any unit-owner's loss assessment coverage that can be assessed for any loss shall be equal to the unit owner's loss assessment coverage limit in effect one day before the date the damage resulting in the assessment occurred. Any changes to the limits of a unit-owner's coverage for loss assessments made on or after the day before the date the damage resulting in the assessment occurred are not applicable to such loss. This paragraph applies only if your **residence** is a condominium unit.

The Association deductible assessment must be the result of a covered loss to property that would be covered under this policy. We will not pay Association deductible assessments charged for loss resulting from **earthquake** or by or from any volcanic activity or eruption, even if covered by this policy. However, we will pay your share of an Association deductible assessment charged as a result of an ensuing covered loss due to theft, explosion, fire, or glass breakage unless another exclusion applies.

The \$50,000 limit is the most we will pay for any one loss or event regardless of the number of assessments. This additional coverage is not limited by **PART III – PROPERTY, F. PROPERTY CONDITIONS, 4. Policy Period.**

Your deductible does not apply to this additional coverage.

16. Loss by Domestic Animals

We will pay for loss to your **dwelling, other permanent structures** and **contents** caused by domestic animals.

17. Loss Mitigation Measures

In the event of a covered loss, for which we pay \$10,000 or more, we will also pay for the reasonable costs you incur up to \$2,500 for the installation of an approved loss mitigation measure or loss prevention device to protect your **residence** against a subsequent and similar loss in the future. Examples of approved loss prevention devices include, but are not limited to, fire alarm systems, fire suppression systems, security systems, sump pumps, automatic water shut-off devices, lightning suppression systems and back-up power systems.

This additional coverage is not in addition to the limit of insurance that applies to the damaged property.

For this coverage to apply, you must make a claim within 180 days of the date of the loss, unless the time is extended in writing by us, and a policy insuring the **residence** must be in force with us.

18. Loss to a Pair or Set or Parts

For a covered loss to a pair or set, we will pay the lesser of:

- a. The cost to replace any part to restore the pair or set to its value before the loss;

- b. The cost to repair any part to restore the pair or set to its value before the loss; or
- c. The difference between the market value of the pair or set before and after the loss.

However, if you agree to give us the remaining article(s) of the pair or set we will pay the full replacement cost of the entire pair or set.

These payments do not increase your coverage amount.

19. Mine Subsidence

We will pay for direct physical loss to your **dwelling** and **other permanent structures** caused by **mine subsidence**.

20. Pet Injury

We will pay up to \$5,000 for each loss for any necessary **medical expenses** to domestic animals owned by, or in the care, custody and control of an **insured person** that arises due to a covered loss.

Your deductible does not apply to this additional coverage.

21. Property of Domestic Staff, Guests, and Others

We cover personal property owned by:

- a. Others while the property is on the part of the **residence** occupied by an **insured person**; or
- b. A guest or a domestic staff, while the property is in any **residence** occupied by an **insured person**.

This coverage does not apply to property of roomers, boarders, or other tenants that are not **insured persons**.

This additional coverage is not in addition to the limit of insurance that applies to the damaged property.

22. Property Removed

We will pay for reasonable expenses you incur for the moving and storing of **contents** from a **residence** to protect the **contents** from damage from a covered loss.

23. Law and Ordinance

We will pay the necessary cost for you to comply with any law or ordinance requiring or regulating the:

- a. Construction;
- b. Demolition;
- c. Remodeling;
- d. Renovation; or
- e. Repair.

of a covered property damaged by a covered loss, including removal of any resulting debris.

This coverage only applies if you choose to repair, rebuild or replace your **dwelling**, **other permanent structures**, or additions and alterations.

24. Reasonable Emergency Measures

- a. We will pay up to the greater of \$3,000 or 1% of your **dwelling** limit of insurance for the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage, when the damage or loss is caused by a Peril Insured Against.
- b. We will not pay more than the amount in **24.a.** above, unless we provide you approval within 48 hours of your request to us to exceed the limit in **24.a.** above. In such circumstance, we will pay only up to the additional amount for the measures we authorize.

If we fail to respond to you within 48 hours of your request to us and the damage or loss is caused by a Peril Insured Against, you may exceed the amount in **24.a.** above only up to the cost incurred by you for the reasonable emergency measures necessary to protect the covered property.

- c. A reasonable measure under this **C. ADDITIONAL COVERAGES, 24.** may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.
- d. This coverage does not:
 - i. Increase the limit of insurance that applies to the covered property;
 - ii. Relieve you of your duties, in case of a loss to covered property, as set forth in Section **F – PROPERTY CONDITIONS 3.**; or
 - iii. Pay for property not covered, or for repairs resulting from a peril not covered, or loss excluded in this policy.

25. Special Coverage for Access

Unless otherwise excluded or limited, we will pay up to the coverage limits shown on the Declarations Page for the loss or damage to covered property caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning, automatic fire protective sprinkler system, or household appliance in or on the **residence**. This includes the cost to tear out and replace only that part of a **dwelling** or **other permanent structures** necessary in order to repair or replace only the part or section of the system or appliance that caused the loss or damage. We do not cover the cost to repair or replace the system or appliance from which the water or steam escaped.

This additional coverage is not in addition to the limit of insurance that applies to the damaged property.

26. Sump Pump and Back Up of Sewers and Drains

We will pay up to the Sump Pump and Back Up of Sewers and Drains coverage limit shown on the Declarations Page for physical loss or damage to property caused by:

- a. Water which backs up from off the **residence** through sewers or drains; or
- b. Water which overflows from a sump pump even if such overflow results from the mechanical breakdown of the sump pump, or related equipment, which is caused by mechanical breakdown.

These payments do not increase the limits of insurance for Coverage **A, B, C, or D** stated on the policy Declarations Page.

27. Tree Removal

Unless covered elsewhere under this policy, we will pay up to a total of \$1,500 for each loss to remove trees fallen due to wind, hail, sleet or the weight of ice or snow when the tree does not damage your **residence**. This coverage does not include the cost to uproot and remove the tree roots.

D. PROPERTY NOT COVERED

We do not cover:

1. Articles separately described and specifically insured, regardless of the limit for which they are insured, in this or other insurance;
2. Animals, birds, fish, and reptiles except as provided in **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 20. Pet Injury**
3. Motorized land vehicles including their equipment and accessories or any electronic devices designed to be operated solely by power from the electrical system of that vehicle. However, we do cover **recreational motor vehicles**;
4. Property of roomers, boarders, or other tenants that are not an **insured person**;
5. **Incidental Business** property, except as provided in **PART II - PROPERTY, C. ADDITIONAL COVERAGES, 1. Incidental Business Property**;
6. **Aircraft** and their parts; or
7. Land including land on which a **residence** is located. This does not apply to coverage provided under **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 12. Land**.
8. Cyber currency, digital currency or cryptocurrencies which only exist in electronic form and is not tangible.

E. EXCLUSIONS

The following applies to **PART II – PROPERTY**. We do not cover loss or damage that is caused directly or indirectly or which ensues from or is the result of any of the following, unless otherwise stated. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Pollutants or Contaminants

We do not cover any loss or damage arising, in whole or in part, out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, emission, transmission, absorption, ingestion or inhalation of **pollutants or contaminants** at any time.

This exclusion does not apply to coverage provided under **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 25. Special Coverage for Access**.

2. Gradual Loss

We do not provide coverage for the presence of wear and tear, gradual deterioration, wet or dry rot, rust, corrosion, warping, marring, scratching, or smog however caused, or any loss caused by wear and tear, gradual deterioration, wet or dry rot, rust, corrosion, warping, marring, scratching or smog. However, we do insure ensuing covered loss unless another exclusion applies.

This exclusion does not apply to coverage provided under **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 1. Collapse, 6. Ensuing Fungi, or Bacteria and 25. Special Coverage for Access.**

3. Breakdown or Defect

We do not cover any loss or damage caused by or resulting from breakdown or defect including mechanical breakdown, electrical or electronic breakdown, latent defect, inherent vice or any quality in covered property that causes it to damage or destroy itself. However, we do cover loss or damage from an ensuing covered loss, unless another exclusion applies.

This exclusion does not apply to coverages provided under **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 26. Sump Pump and Back-up of Sewers and Drains, 9. Food Spoilage, and 25. Special Coverage for Access.**

4. Fungi or Bacteria

We do not cover any loss caused by the presence, growth, proliferation, spread or any activity of **fungi**, wet or dry rot, or bacteria including the expense to test for, monitor, clean up, move, remediate, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of **fungi**, wet or dry rot, or bacteria.

This exclusion does not apply to:

- a. Coverage provided under **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 6. Fungi or Bacteria**; or
- b. Ensuing covered loss unless another exclusion applies.

5. Loss by Rodents, Insects, Birds, Vermin, or Reptiles

We do not cover any loss or damage in any form, however caused by, or resulting from, rodents, insects, birds, vermin, or reptiles, except loss or damage to glass that is part of a building, storm door, or window. However, we do cover loss or damage from an ensuing covered loss, unless another exclusion applies.

This exclusion does not apply to coverage provided under **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 1. Collapse and 25. Special Coverage for Access.**

6. Structural Movement

We do not cover any loss caused by bulging, expansion, shrinking, or settling including resultant cracking of foundation, floors, bulkheads, footings, walls, patios, pavements, ceilings, or roofs. However, we do cover loss or damage from an ensuing covered loss, unless another exclusion applies.

This exclusion does not apply to coverage provided under **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 25. Special Coverage for Access.**

This exclusion does not apply to loss caused by Sinkhole Collapse when covered by this policy.

7. Surface Water

We do not cover any loss caused by:

- a. Flood, accumulation of rainwater on the ground, surface water, waves, action, including tidal wave and tsunami, tides, tidal water, seiche, overflow of a body of water, spray or surge from any of these, even if driven by wind;
- b. Water-borne material from any of the above, including when any such waters or waterborne material enters and backs up or discharges from or overflows from any sewer or drain, located outside of or on the exterior of a fully enclosed structure, including gutters, rainwater pipes, downspouts, or underground drainage systems;
- c. Run off of water or water borne material from a paved surface, driveway, walkway, patio, or other similar surface; or
- d. Escape, overflow, discharge or release, for any reason, of water or water borne material from a canal, dam, reservoir, levee, dike, seawall, or any other boundary or containment.

This exclusion does not apply to:

- a. **Contents** away from any **residence** or location you own or reside in;
- b. Ensuing covered loss unless another exclusion applies; or
- c. **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 26. Sump Pump and Back Up of Sewers and Drains.**

8. Water or Ice Damage to Certain Other Permanent Structures

We do not cover loss to specific **other permanent structures** caused by:

- a. Freezing;

- b. Thawing; or
- c. Pressure or weight of water or ice, whether driven by wind or not.

This exclusion applies to:

- a. Fences, pavements, patios or tennis courts;
- b. Swimming pools, hot tubs or septic systems;
- c. Footings, foundations, bulkheads, retaining walls, or any structure or device that supports all or part of a building, or **other permanent structures**; or
- d. Piers, wharves, docks or bridges.

However, we do insure ensuing covered loss unless another exclusion applies.

9. Faulty, Inadequate or Defective Planning, Design, Materials, and Maintenance

We do not cover any loss caused by faulty, inadequate, or defective:

- a. Planning, zoning, development, surveying, siting;
- b. Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- c. Materials used in repair, construction, renovation, or remodeling; or
- d. Maintenance;

of part or all of any property whether on or off the **residence**.

However, we do cover loss or damage from an ensuing covered loss to your **dwelling** and **other permanent structures**, unless another exclusion applies.

10. Earthquake

We do not cover any loss to your **dwelling**, or **other permanent structures** caused by **earthquake**. However, we do cover loss or damage from an ensuing covered loss due to theft, fire, glass breakage, or explosion, unless another exclusion applies.

11. Earth Movement and Settlement

We do not cover any loss to your **dwelling**, or **other permanent structures**, caused by earth movement including volcanic eruptions, avalanche, landslides, mudflows, and the sinking, rising, or shifting of land. However, we do cover loss or damage from an ensuing covered loss due to theft, fire, glass breakage, or explosion unless another exclusion applies.

This exclusion does not apply to loss caused by Sinkhole Collapse when covered by this policy.

12. Renovations or Repairs

We do not cover loss caused by renovating, refinishing, or repairing any kind of **contents**. This exclusion does not apply to jewelry, watches, and furs.

13. Watercraft

We do not cover any loss caused by the stranding, swamping, or sinking of a **watercraft** or its trailer, or outboard motor.

We also do not cover any loss caused by collision of a **watercraft**, except collision with a land vehicle, unless another exclusion applies.

14. Temperature or Dampness

We do not cover any loss caused by or resulting from extremes of temperature or dampness, dryness of atmosphere, or water vapor unless:

- a. Caused directly by rain, sleet, snow, or hail that is not excluded or limited elsewhere in the policy; or
- b. Covered under **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 9. Food Spoilage**. This exclusion also does not apply to freezing, fire, lightning and explosion.

15. Governmental Action

We do not cover any loss caused by the destruction, confiscation, or seizure by order of any government or public authority.

This exclusion does not apply to such acts ordered by a governmental or public authority that are taken to prevent the spread of fire.

16. Acts of War

We do not cover any direct, indirect, or ensuing loss to property caused by war or any kind of warlike act. War includes undeclared war, civil war, insurrection, rebellion, revolution, warlike act by military force or

military personnel, destruction, seizure, or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.

17. Intentional Loss

We do not cover intentional loss. An intentional loss means any loss arising out of any act an insured person commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no **insured person** is entitled to coverage, even **insured person's** that did not commit or conspire to commit the act causing the loss.

18. Dishonest Acts

We do not cover any loss caused by any dishonest or criminal act by, or at the direction of, you or any **family member**.

19. Nuclear Hazard

We do not cover any loss caused directly or indirectly by **nuclear hazard**. **Nuclear hazard** means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. However, we do cover loss or damage from an ensuing covered loss due to fire, explosion or smoke, resulting from a **nuclear hazard**, unless another exclusion applies.

20. Freezing

We do not cover any loss caused by freezing of or to a plumbing, heating, or air conditioning system, automatic fire protective sprinkler system, or a household appliance, nor by the discharge, leakage, or overflow from such systems if the **residence** is **vacant** or **unoccupied**, under construction, or being remodeled, unless you have used reasonable care to:

- a. Maintain heat throughout the **residence**; or
- b. Shut off and drain all systems and appliances of water.

21. Collapse

We do not cover any loss caused by collapse, except to the extent described in **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 1. Collapse**.

22. Neglect

We do not cover loss or damage resulting from the failure of an **insured person** to use all reasonable means to save and preserve property at and after the time of loss.

23. Buildings Scheduled for Demolition

We do not cover loss to **dwellings** or **other permanent structures** that are scheduled for demolition, deconstruction, or destruction. However, we will pay the cost of debris removal. A building is considered scheduled for demolition, deconstruction, or destruction if a contract has been entered into, whether written or verbal, or plans have been drawn up to demolish the building in the next 180 days.

F. PROPERTY CONDITIONS

1. Insurable Interest and Limit of Insurance

Even if more than one person has an insurable interest in the property covered under this policy, we will not be liable in any one loss:

- a. To an **insured person** for more than the amount of such **insured person's** interest at the time of loss; or
- b. For more than the applicable limit of insurance.

2. Your Duties

- a. Your duty is to notify your agent or broker of a change in occupancy; and
- b. Your duty is to notify your agent or broker at the beginning of any renovation or construction work and throughout the work to maintain an appropriate amount of coverage and confirm that appropriate protective safeguards are in place as determined by us.

3. Duties After a Loss

In the event of a loss for which coverage may be provided under this policy, you or an **insured person** must:

- a. Give prompt notice to us or your agent or broker. Except for **24. Reasonable Emergency Measures** taken under **C. ADDITIONAL COVERAGES**, there is no coverage for repairs that begin before the earlier of:

- i. 72 hours after we are notified of the loss;
 - ii. The time of loss inspection by us; or
 - iii. The time of other approval by us;
- b. Notify the police in case of loss by theft;
- c. Notify the credit card or electronic fund transfer card or access card company in case of a loss under Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money Coverage;
- d. Protect the property from further damage. If repairs are required, you must:
 - i. Make reasonable and necessary repairs to protect the property; and
 - ii. Keep an accurate record of repair expenses;
- e. Cooperate with us in the investigation of the claim, settlement or the defense of any claim or **suit**;
- f. Prepare an inventory of damaged personal property showing the quantity, description, replacement value, and amount of loss. Attach bills, receipts, and related documents that support the figures in the inventory;
- g. As often as we reasonably require:
 - i. Show the damaged property;
 - ii. Provide us with records and documents we request and permit us to make copies; and
 - iii. Submit to an examination under oath while not in the presence of another **insured person**;
- h. Send to us within sixty (60) days of our request, your signed sworn proof of loss which sets forth, to the best of your knowledge:
 - i. The time and cause of loss;
 - ii. The interests of all **insured persons** and all others in the property, and all liens against the property;
 - iii. Other insurance which may cover the loss;
 - iv. Changes in title or occupancy of the property during the term of the policy period;
 - v. The inventory of damaged **contents** described in **g.** above;
 - vi. Detailed repair estimates and specifications of damaged buildings or structures; and
 - vii. Receipts to support additional living expense or fair rental value loss.
 - viii. Evidence or affidavit that supports a claim under Credit Card, Electronic Fund Transfer Card or Access Device, Forgery, and Counterfeit Money coverage, stating the amount and cause of loss.

4. Policy Period

This policy applies only to loss which occurs during the policy period. The policy period is stated on the Declarations Page.

5. Appraisal and Mediation

If you and we fail to agree if coverage exists under this policy for a loss, or on the amount of loss, either may:

- a. Demand a mediation of the claim, prior to taking legal action. The request must state:
 - i. Why mediation is being requested; and
 - ii. The issues in dispute which are to be mediated.

Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a **suit** is filed relating to the same facts already mediated.

The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of mediator within seven (7) days after a party has given notice of a demand to mediate the dispute, any party may apply to the JAMS Mediation Service, or such other organization or person agreed to by the parties in writing, for appointment of a mediator.

The mediator will notify the parties of the date, time and place of the mediation conference. This conference will be held within 45 days of the mediation request. If feasible, the conference will be held by telephone.

The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

- i. Have authority to make a binding decision; and

ii. Mediate in good faith.

If you and we fail to agree on the amount of loss, either may request an appraisal of the loss. The request must be mutually agreed between you and us. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the **residence** is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

- b. Pay its own appraiser; and
- c. Bear the other expenses of the appraisal and umpire equally.

If, however, we demanded the mediation and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay loss.

6. Other Insurance and Service Agreement

If a loss covered by this policy is also covered by:

- a. Other insurance covering the same property with similar terms, we will pay only the proportion of the loss that the limit of insurance that applies under this policy bears to the total amount of insurance available to cover the loss;
- b. Other insurance covering the same property and such other insurance is excess insurance over the amount recoverable under any other policy covering the same property, we will pay only the proportion of the loss that the limit of insurance that applies under this policy bears to the total amount of such insurance covering the loss; or
- c. A **service agreement**, this insurance is excess over any amount payable under any such agreement. A **service agreement** means a service plan, property restoration plan, home warranty or other similar service warranty agreement, or credit card or banking institution protection plan, even if it is not characterized as insurance.

We will not pay for any loss for an item of jewelry, watch, or precious stone that is specifically scheduled and insured under another policy.

7. Mortgage Clause

If a mortgagee is named in this policy, any covered loss will be paid to you and the mortgagee as interests appear. If there is more than one mortgagee named in this policy, the order of payment will be identical to the order of precedence of the mortgages.

If your claim is denied, the denial will not apply to a valid claim submitted by the mortgagee if they:

- a. Notify us of any change in ownership or substantial change in risk of which they are aware;
- b. Pay any premium due on this policy or on demand if you have neglected to pay the premium; and
- c. Submit a sworn statement of loss within sixty (60) days after receiving notice from us of your failure to do so.

If your policy is cancelled or not renewed by us, the mortgagee will be notified in writing at least ten (10) days before the cancellation or non-renewal takes effect.

If we deny payment to you but pay the mortgagee:

- a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. At our option, we may pay the mortgagee the entire principal on the mortgage plus any accrued interest. In this event we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount under the mortgagee's claim.

8. Recovered Property and Salvage

- a. If you or we recover any property for which we have made payment, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you, or it will become our property. If you choose to retain the recovered property, final loss payment will be adjusted based on the value of the recovered property. If loss payment has already been made, you will return the payment to us, less the actual cost of recovery or repair; and

- b. If, at our option, we agree to pay replacement cost for any property and there is salvage or residual value, you may choose to retain the property, and the final loss payment will be adjusted based on the salvage or residual value. Otherwise the property will become our property.

9. Legal Action Against Us

No **suit** or action can be brought against us unless there has been full compliance with all of this policy's provisions and the action is started within five (5) year after the date of loss.

10. No Benefit to Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing, or moving property for a fee regardless of any other provision in this policy.

11. Loss Payment

We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable upon the earliest of the following:

- a. 20 days after we receive your proof of loss and reach written agreement with you;
- b. 60 days after we receive your proof of loss and:
 - i. There is an entry of a final judgment; or
 - ii. There is a filing of an appraisal award or a mediation settlement with us; or
- c. If payment is not denied, within 90 days after we receive notice of an initial, reopened or supplemental claim. However, this provision (**11.c.**) does not apply if factors beyond our control reasonably prevent such payment.

12. Abandonment

We need not accept any property abandoned by an **insured person**.

PART III – LIABILITY

A. INSURING AGREEMENT

We will pay **damages** an **insured person** is legally obligated to pay for **bodily injury, property damage, or personal injury** caused by an **occurrence** covered by this policy anywhere in the world, unless stated otherwise or an exclusion applies.

B. PAYMENT OF A LOSS

The most we will pay for all claims for **bodily injury, property damage, and personal injury** as a result of any one **occurrence** is the Liability coverage limit shown on the Declarations Page of this policy. We will not pay more than the limit shown on the Declarations Page for any single **occurrence** regardless of the number of **insured persons** involved, claims made, persons injured, or property damaged. There is no restriction to the number of **occurrences** during the policy period for which claims may be made.

Payments under **PART III - LIABILITY C. DEFENSE COVERAGE AND CLAIM EXPENSE**, except a settlement payment, are in addition to the liability coverage limit in the policy shown on the Declarations Page.

C. DEFENSE COVERAGE AND CLAIM EXPENSE

We will pay the costs to defend an **insured person** against any **suit** seeking covered **damages** for **bodily injury, property damage, or personal injury** even if the **suit** is false, fraudulent, or groundless. You are required to choose counsel from a panel of firms selected by us. If a panel counsel is not established in the jurisdiction where the **suit** is brought, we reserve the right to select counsel.

We may investigate and settle any claim or **suit** at our discretion.

Additionally, we will pay:

- 1. All expenses and court costs on judgments assessed against any **insured person**;
- 2. Reasonable expenses, including actual earnings (but not loss of other income) incurred by an **insured person**, up to \$500 per day, for assisting us in the investigation or defense of a claim or **suit** at our request;
- 3. The cost of bail bonds required of an **insured person** because of a covered loss;
- 4. All premiums on bonds required in a **suit** we defend, but not for bond amounts more than the coverage amount (we need not apply for or furnish any bond);
- 5. All expenses incurred by us;
- 6. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court, that part of the judgment which does not exceed the amount of coverage; and

7. All prejudgment interest awarded against an **insured person** on that part of the judgment covered by this policy. We will not pay any prejudgment interest based on that period of time after we make an offer to pay the limit of liability that applies.

In jurisdictions where we are prevented from defending an **insured person** for a covered loss because of laws or other reasons, we will pay any expenses incurred with our prior written consent for the **insured person's** defense.

Our duty to defend any claim or **suit** arising out of a single **occurrence** ends when the amount we have paid in **damages** for that **occurrence** equals the liability coverage limit shown on the Declarations Page of this policy.

D. ADDITIONAL COVERAGES

These coverages are offered in addition to the amount of coverage shown on the Declarations Page unless stated otherwise or an exclusion applies.

1. Damage to Property of Others

Regardless of legal obligation, we will pay up to \$10,000 per **occurrence** to repair or replace the property of others damaged by an **insured person**. If your **residence** is a condominium, cooperative or apartment unit we will pay up to \$25,000 per **occurrence** to repair or replace the property of others damaged by an **insured person**.

The applicable limit of liability for this coverage is the most we will pay for any one **occurrence** regardless of the number of claims made or **residences** listed on the Declarations Page.

2. Medical Payments to Others

Regardless of legal obligation, we will pay the reasonable and necessary **medical expenses** that are incurred within three (3) years from the date of an accident causing **bodily injury**. The amount shown on the Declarations Page is the most we will pay per person regardless of the number of **insured locations** or in-force homeowners' policies issued by us. This coverage does not apply to you or a **family member**. This coverage only applies to an accident that:

- a. Occurs to a person at a **residence** with liability coverage listed on the Declarations Page, with permission from an **insured person** to be there;
- b. Arises from a condition at a **residence**, or at the steps, driveways, or sidewalks immediately adjoining a **residence**, listed on the Declarations Page with liability coverage;
- c. Is caused by an animal owned by or in the care of an **insured person**;
- d. Is caused by an **insured person** or a **residence employee** in the course of his or her employment by an **insured person**; or
- e. Caused by the activities of an **insured person**.

This coverage does not apply to:

- a. A **residence employee** if the **bodily injury** occurs off the **residence** and does not arise out of or in the course of the **residence employee's** employment by an **insured person**;
- b. To any person eligible to receive any benefits required to be provided or voluntarily provided under any workers' compensation, non-occupational disability, or occupational disease law;
- c. From any nuclear, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these; or
- d. To any person, other than a **residence employee** of any **insured person**, regularly residing at the **residence**.

3. Assessments

We will pay up to \$50,000 for your share of a loss assessment charged against you during the policy period as owner or tenant of the **residence** regardless of when the loss to the corporation or association of property owners occurred, when the assessment is made as a result of **bodily injury, personal injury** or **property damage** covered under **PART III** of this policy. This includes damage resulting from an act of a director, officer or trustee, in the capacity as a director, officer or trustee, provided:

- a. The director, officer or trustee is elected by members of corporation or association of property owners; and
- b. The director, officer, or trustee does not receive income for their duties which are solely on behalf of a corporation or association of property owners.

This coverage only applies when the assessment is charged against you as part of an assessment against multiple members of a property owners or tenant association managing a **residence**. Regardless of the number of assessments, the limit of \$50,000 is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or
- b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

We will not pay for any assessments charged against you or a corporation or association of property owners by any governmental body.

We will not pay more than \$10,000 for any assessment that results from a deductible in your Association's insurance coverage.

4. First Aid

We will pay expenses incurred by an **insured person** for first aid rendered to others for **bodily injury** covered under this policy. However, we will not pay for first aid to any **insured person**.

E. EXCLUSIONS

This policy does not provide coverage for **damages**, defense costs, or any other cost or expense for:

1. Motorized Land Vehicles

Bodily injury, property damage, or personal injury arising out of the ownership, maintenance, use, loading, or unloading of any motorized land vehicle or trailer owned or operated by or rented or loaned to you.

However, this exclusion does not apply to **bodily injury** and **property damage** arising out of the ownership, maintenance, use, loading, or unloading of:

- a. A motorized land vehicle or trailer in dead storage on the **residence**;
- b. A motorized land vehicle used exclusively on the **residence**;
- c. A trailer while not being towed by a motor vehicle;
- d. A motorized land vehicle, owned by you, principally designed for recreational use off public roads, and not subject to motor vehicle registration while on a **residence**;
- e. A motorized land vehicle, not owned by you, principally designed for recreational use off public roads, and not subject to motor vehicle registration;
- f. A motorized land vehicle principally designed to service the **residence**;
- g. A motorized land vehicle used to assist the handicapped; or
- h. A motorized golf cart:
 - i. While used to play golf on a golf course including crossing public roads at designated points to access other parts of the golfing facility; or
 - ii. When operated within the legal boundaries of a private residential community, which is subject to the authority of a property owners association and contains the **residence**, including its public roads upon which a motorized golf cart can legally travel.

This exclusion does not apply to **recreational motor vehicles**, except when they are used for participation in or practice for competitive racing.

2. Aircraft

Bodily injury, property damage, or personal injury arising out of:

The ownership, maintenance, operation, use, towing, or loading or unloading of an **aircraft** of any type.

3. Watercraft

Bodily injury, property damage, or personal injury arising out of the ownership, maintenance, use, operation, loading, unloading, or towing of any **watercraft**:

- a. That is over twenty-six (26) feet in length or more than fifty (50) horsepower and which is owned by an **insured person** or furnished or rented to an **insured person** for longer than thirty (30) days;
- b. Used for any **business** or commercial purpose; or
- c. Used for participation in or practice for competitive racing or speed contest, except sailboats less than twenty-six (26) feet in length.

4. Workers Compensation or Disability

Any **damages** or benefits an **insured person** is legally obligated to provide under any workers' compensation, disability benefits, Jones Act or General Maritime Law, unemployment compensation, occupational disease, or similar law.

5. Director's Errors or Omissions

Bodily injury, property damage, or personal injury arising out of any **insured person's** acts, errors, or omissions as an officer or member of the board of directors of any corporation or organization. This exclusion does not apply to **bodily injury, property damage, or personal injury** arising out of an **insured person's** actions, errors, or omissions for a non-profit corporation or organization or for a Homeowners or Condominium Association, unless another exclusion applies.

6. Care, Custody, Control

Property damage to property rented to, occupied or used by, or in the care, custody, or control of an **insured person**. This exclusion does not apply to **property damage** caused by fire, smoke, explosion, or **PART III – LIABILITY, D. ADDITIONAL COVERAGES, 1. Damage to Property of Others**.

7. Owned Property

Property damage to property owned by an **insured person**.

8. Insured Person

Bodily injury or personal injury to an **insured person** under this policy.

9. Discrimination

Bodily injury, personal injury, or property damage arising out of actual, alleged, or threatened discrimination or harassment due to age, race, color, sex, religion, national origin, sexual orientation, handicapped status, or any other type of unlawful discrimination.

10. Sexual Molestation, Corporal Punishment, or Abuse

Bodily injury, property damage or personal injury arising out of any direct or indirect, actual, alleged, attempted, proposed or threatened:

- a. Sexual molestation or contact, misconduct, intimidation or harassment;
- b. Corporal punishment, verbal abuse, torture or unlawful restraint;
- c. Sexual, physical, or mental abuse of any kind or nature; or
- d. Inappropriate or unwanted touching, physical contact, or any suggestion thereof.

11. Transmitted Diseases

Bodily injury, property damage, or personal injury resulting directly or indirectly from any illness, sickness, or disease transmitted intentionally or unintentionally by an **insured person** to anyone. We do not cover any **damages** for any threat of exposure or any consequences resulting from that illness, sickness, or disease.

12. Business Pursuits

Bodily injury, property damage, or personal injury arising out of an **insured person's business** property or **business** pursuits, investment activity, or any activity intended to realize a profit for either an **insured person** or others. However, this exclusion does not apply to:

- a. Volunteer work for an organized charitable, religious, or community group; or
- b. **Incidental business** activity.

13. Professional Services

Bodily injury, property damage, or personal injury arising out of an **insured person's** performance of or failure to perform professional services for which any **insured person** is legally responsible or licensed.

14. War

Bodily injury, property damage, or personal injury caused directly or indirectly by war or warlike acts, including the following and any consequence of the following:

- a. Undeclared war, civil war, insurrection, rebellion, or revolution;
- b. Warlike acts by a military force or military personnel; or
- c. The destruction, seizure, or use of property for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

15. Assessments

Any assessment, charged against an **insured person** as a member of an association, corporation, or community of property owners. This exclusion does not apply to **PART III – LIABILITY, D. ADDITIONAL COVERAGES, 3. Assessments.**

16. Contracts and Agreements

Bodily injury, property damage, or personal injury arising from any contract or agreement entered into by an **insured person**. However this exclusion does not apply to any contracts:

- a. That directly relate to the ownership, maintenance, or use of an **insured location**; or
- b. Where the liability of others is assumed by you prior to an **occurrence**.

17. Nuclear Hazard

Bodily injury, property damage, or personal injury caused directly or indirectly by nuclear reaction, radiation, or radioactive contamination.

18. Intentional Acts

Bodily injury, property damage, or personal injury resulting from any criminal, willful, intentional, or malicious act or omission by any person which are intended to result in, or would be expected by a reasonable person to cause, **bodily injury, property damage, or personal injury**. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person, than expected or intended. This exclusion does not apply to **bodily injury** if an **insured person** acted with reasonable force to protect any person or property.

19. Wrongful Termination

Bodily injury or personal injury arising out of wrongful termination of employment.

20. Controlled Substance(s)

Bodily injury, property damage, or personal injury arising out of the use, sale, manufacture, delivery, transfer, or possession of a Controlled Substance(s) as defined by the Federal Law. This exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed healthcare provider.

21. Claims Settled Without Our Consent

Any claim settled with a third party without our written consent regardless of the cause of loss, or related expenses such as:

- a. Court costs;
- b. Legal expenses; or
- c. Judgment;

when such settlement prejudices our rights to recovery.

22. Residence Premises That Are Not An insured location.

Bodily injury, property damage, or personal injury arising out of a **residence**:

- a. Owned by an **insured person**;
- b. Rented to an **insured person**; or
- c. Rented to others by an **insured person**;

that is not an **insured location** under this policy.

F. LIABILITY CONDITIONS

1. Your Duties

In the event of an **occurrence** that is likely to involve this policy, or if you or any other **insured person** under this policy are sued in connection with an **occurrence** that may be covered under this policy, you or an **insured person** must:

- a. Give notice to us or your agent or broker as soon as it is practical;
- b. Provide us with the names and addresses of any known persons injured, involved parties, and any available witnesses;
- c. Provide us with any **suit** papers and other documents that will help us defend any **insured person**; and
- d. Assist and cooperate with us in the conduct of the defense by helping us:
 - i. To make settlement;

- ii. To enforce any right of contribution or indemnity against any person or organization who may be liable to an **insured person**;
 - iii. To attend hearings and trials; and
 - iv. To secure and give evidence and obtain the attendance of witnesses.
- 2. Policy Period and Territory
The policy period is stated on the Declarations Page. This policy applies to an **occurrence** which takes place anywhere in the world unless otherwise limited by the policy.
- 3. Voluntary Settlements without Our Consent
No **insured person** shall, except at such **insured person's** own expense, voluntarily make a payment or settlement, assume any obligation, or incur any cost or expense without our consent. This does not apply to protection of damaged property from further damage and first aid.
- 4. Legal Action Against Us
No action shall be brought against us unless the **insured person** has complied with this policy's provisions, and not until a final judgment or agreement has set the amount of the **insured person's** legal obligation. No one has the right to join us in any action against any other **insured person**. The action must be brought against us within five (5) years after the date of the breach of contract.
- 5. Other Insurance
This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.
When **bodily injury, property damage, or personal injury** arise out of a premises owned by an **insured person**, which is not listed on the Declarations Page of this policy but is insured and listed on the Declarations Page of another insurance policy, this policy will be excess to that policy.

PART IV – GENERAL CONDITIONS

A. Concealment or Fraud

We provide no coverage for loss if, whether before or after a loss, you or an **insured person** has:

- 1. Intentionally concealed or misrepresented any material fact or circumstance;
- 2. Engaged in fraudulent conduct; or
- 3. Made material false statements;

relating to this insurance.

However, if this policy has been in effect for more than 90 days, we may not deny a claim filed by you or an **insured person** on the basis of credit information available in public records.

B. Liberalization Clause

If we broaden the coverages provided under this edition of our policy without an additional premium charge, the changes will automatically apply to your policy as of the effective date on which the changes are adopted in your state.

C. Assignment

Assignment of this policy will not be valid unless we give our written consent.

D. Subrogation

We may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an **insured person** must sign and deliver all related papers and cooperate with us.

Subrogation does not apply to **PART III – LIABILITY, D. ADDITIONAL COVERAGES 1. Damage to Property of Others** or to **2. Medical Payments to Others**.

If the **residence** is a condominium, we will waive any rights of recovery against the condominium association that operates the community in which the **residence** is located.

E. Conformity to Statutes

Any provision of this policy, which is in conflict with state or local law, is amended to conform to the law.

F. Inspection

We have the right, but are not obligated, to inspect the **residence** and insured property as often as we reasonably require in order to:

- 1. Verify and update current valuations;

2. Provide reports to you on the conditions we find; and
3. Make recommendations and/or requirements.

You agree and have the responsibility to:

1. Allow the inspections; and
2. Agree to our requirements.

G. Bankruptcy or Death

The **insured person's** bankruptcy or insolvency shall not relieve us of any of our obligations. Further, if the **insured person** dies or becomes bankrupt or insolvent during the policy period, this policy, unless cancelled, will cover the **insured person's** legal representative with respects to the **insured location** for the remainder of the policy period.

H. Economic and Trade Sanctions

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Vault Reciprocal Exchange

In witness whereof, we have caused this policy to be executed and attested, and if required by state law this policy shall not be valid unless countersigned by our authorized representative.



Charles E. Williamson
Attorney-in-fact

If you would like to obtain information about your coverage or if you need assistance in resolving an issue relating to your insurance policies with us, please contact us at:

Vault Reciprocal Exchange

300 First Avenue South, Suite 401

St. Petersburg, FL 33701

CustomerSupport@vault.insurance

1-844-36-Vault (1-844-368-2858)

Please include your name and policy number in any correspondence.



DISTRICT OF COLUMBIA STATE AMENDATORY ENDORSEMENT

PART I – DEFINITIONS

Dwelling is deleted in its entirety and replaced by the following:

Dwelling means the owned one to four family house at each location named on the Declarations Page. **Dwelling** is not a condominium or cooperative.

PART I – DEFINITIONS is amended to include the following:

Hurricane means a storm system that has been declared to be a Category 1, 2, 3, 4 or 5 **hurricane** by the National Weather Service in the District of Columbia (regardless of whether the sustained **hurricane** force winds reach the risk insured under the policy).

The duration of the **hurricane** includes the time period:

- a. Beginning 12 hours prior to the first time that sustained hurricane force winds of 74 miles per hour or greater have been measured in the District of Columbia by the National Weather Service (regardless of whether the sustained hurricane force winds reach the risk insured under the policy).
- b. Continuing for the time period during which the hurricane conditions exist anywhere in the District of Columbia.
- c. Ending 12 hours after the last time the hurricane force winds of 74 miles per hour or greater have been measured in the District of Columbia by the National Weather Service (regardless of whether the sustained hurricane force winds reach the risk insured under the policy).

PART II – PROPERTY, B. Coverage and Loss Settlement, 3. Contents, item b.iii. is deleted in its entirety and replaced by the following:

- iii. At a **residence** that an **insured person** owns or lives in that is not listed on the Declarations Page and not insured under another policy, we will pay up to 10% of the highest **contents** limit of any single **residence** listed on the Declarations Page for a loss caused by a peril other than **hurricane**. We do not cover any loss caused by a **hurricane** in the state where the **contents** are located.

However, if this **residence** has been acquired within the last sixty (60) days from the date of loss, we will pay up to the highest **contents** limit of any single **residence** listed on the Declarations Page; or

PART II- PROPERTY, B. Coverage and Loss Settlement, 7. Amount of Coverage for your Loss of Use, a. Additional Living Expense, is amended to include the following:

We cover this increase for the shortest reasonable amount of time required to restore your residence premises to a habitable condition, or if you permanently relocate, the shortest reasonable amount of time required for your household to settle elsewhere. This time period is not limited by the expiration of this policy.

PART II – PROPERTY, C. ADDITIONAL COVERAGES, 12. Land is amended to include the following:

These payments do not increase your coverage amount for losses caused by or resulting from a **hurricane**.

PART II – PROPERTY, C. ADDITIONAL COVERAGES, 22. Loss Mitigation Measures is amended to include the following:

These payments do not increase your coverage amount for losses caused by or resulting from a **hurricane**.

PART II – PROPERTY, E. EXCLUSIONS, 4. Fungi or Bacteria is deleted in its entirety and replaced by the following:

4. **Fungi, Wet or Dry Rot or Bacteria**

We do not cover any loss caused by the presence, growth, proliferation, spread or any activity of **fungi**, wet or dry rot, or bacteria including the expense to test for, monitor, clean up, move, remediate, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of **fungi**, wet or dry rot, or bacteria.

This exclusion does not apply to:

- a. Coverage provided under **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 6. Ensuing Fungi**, or Bacteria; or



- b. **Fungi**, or Bacteria resulting from fire or lightning unless another exclusion applies; or
- c. Ensuing covered loss unless another exclusion applies.

PART II – PROPERTY, E. EXCLUSIONS, 13. Watercraft is amended to include the following:

We also do not cover any loss that results from a **hurricane** damaging a **watercraft**.

PART II – PROPERTY, E. EXCLUSIONS, 17. Intentional Loss is amended to include the following:

This exclusion only applies to an insured who commits or conspires to commit an act with the intent to cause a loss.

PART II – PROPERTY, E. EXCLUSIONS, 20. Freezing is amended to include the following:

- c. This includes closing and draining the water system or appliances if the home is vacant, unoccupied, or being constructed.

PART II – PROPERTY, F. PROPERTY CONDITIONS, 7. Mortgage Clause, is deleted in its entirety and replaced by the following:

7. Mortgage Clause

If a mortgagee is named in this policy, any covered loss will be paid to you and the mortgagee as interests appear. If there is more than one mortgagee named in this policy, the order of payment will be identical to the order of precedence of the mortgages.

If your claim is denied, the denial will not apply to a valid claim submitted by the mortgagee if they:

- a. Notify us of any change in ownership or substantial change in risk of which they are aware;
- b. Pay any premium due on this policy or on demand if you have neglected to pay the premium; and
- c. Submit a sworn statement of loss within sixty (60) days after receiving notice from us of your failure to do so.

If we decide to cancel or not renew this policy, the mortgagee shown on the Declarations Page will be notified at least 30 days before the date of cancellation or non-renewal takes effect.

A United States Postal Service certificate of mailing showing the name and address of the mortgagee will be sufficient proof of notice.

If we deny payment to you but pay the mortgagee:

- a. We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- b. At our option, we may pay the mortgagee the entire principal on the mortgage plus any accrued interest. In this event we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount under the mortgagee's claim.

PART IV – GENERAL CONDITIONS, D. Subrogation is amended to include the following:

If we pay an **insured person**, who is a victim of domestic violence, for a loss cause by an act of domestic violence, the rights of that **insured person** to recover damages from the perpetrator of the domestic violence are transferred to us to the extent of our payment. That **insured person** may not waive such rights to recover against the perpetrator of the domestic violence.

All other provisions of this policy apply.



ANIMAL – RELATED LIABILITY EXCLUSION

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

PART III – LIABILITY, E. EXCLUSIONS is amended to include the following:

Animals

Any **bodily injury** or **property damage** caused by an animal that is owned by or in the care, custody or control of an **insured person**.



GUARANTEED REPLACEMENT COST COVERAGE

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

<LOCATION>

<LOCATION>

<LOCATION>

PART II – PROPERTY, B. COVERAGE AND LOSS SETTLEMENT, 1. Dwelling and 2. Other Permanent Structure is deleted and replaced by the following:

1. Dwelling

For a covered loss we will pay the **reconstruction cost** for your **dwelling**, even if this amount is greater than the coverage limit shown for that location on your Declarations Page. However, the most we will pay is the coverage limit shown for that location on your Declarations Page if:

- a. You do not begin to repair or rebuild your **dwelling** within two years from the date of loss;
- b. You do not maintain at least the amount of coverage for your **dwelling** as previously agreed to, including any adjustments we make based on appraisals or revaluation; or
- c. You do not repair or rebuild your **dwelling** at the same location.

2. Other Structures

For a covered loss we will pay the **reconstruction cost** for your **other permanent structures**, even if this amount is greater than the coverage limit shown for that location on your Declarations Page. However, the most we will pay is the coverage limit shown for that location on your Declarations Page if:

- a. The coverage limit shown for this location on your Declarations Page for your **other permanent structures** is less than 20% of the coverage limit for your **dwelling**;
- b. You do not begin to repair or rebuild your **other permanent structures** within two years from the date of loss;
- c. You do not maintain at least the amount of coverage for your **other permanent structures** as previously agreed to, including any adjustments we make based on appraisals or revaluation; or
- d. You do not repair or rebuild your **other permanent structures** at the same location.

All other provisions of this policy apply.



ENSUING FUNGI INCREASE ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects to the following location(s):

<LOCATION>

<LOCATION>

In consideration of an additional premium, **PART II – PROPERTY, C. ADDITIONAL COVERAGES, 7. Ensuing Fungi or Bacteria** is deleted in its entirety and replaced by the following:

7. Ensuing Fungi or Bacteria

For a covered loss we will not pay more than <LIMIT> for each occurrence for all increased costs that are **fungi** or bacteria remediation expenses described below. The **fungi** or bacteria remediation expense limit does not increase your coverage amount.

The **fungi** or bacteria remediation expense limit does not apply to **fungi** or bacteria resulting from a covered loss caused by fire or lightning.

Fungi or bacteria remediation means the reasonable and necessary costs for:

- a. Testing and monitoring the air or property to confirm the absence, presence or level of **fungi** or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be paid only to the extent that there is a reason to believe that there is the present of **fungi** or bacteria;
- b. Developing a **fungi** or bacteria remediation plan; and implementing that **fungi** or bacteria remediation plan including the cleanup, removal, containment, treatment or disposal of **fungi** or bacteria;
- c. Tearing out and replacing any part of the building or other covered property as needed to gain access to the **fungi** or bacteria;
- d. Removing debris of covered property containing **fungi** or bacteria beyond that which is required to remove debris of the covered property physically damaged by a covered loss; and
- e. Repairing or replacing covered property containing **fungi** or bacteria beyond that which is required to repair or replace the covered property physically damaged by a covered loss.

Fungi or bacteria remediation expenses also includes up to <\$X,XXX> for coverage for loss of use of your **residence** resulting from **fungi** or bacteria remediation.

Loss of use means:

- a. The necessary reasonable increase in living expenses incurred by you so that your household can maintain a normal standard of living while your **residence** is uninhabitable; and
- b. For a **residence** that is rented out, the amount of rent shown on a signed lease agreement, less any expenses that do not continue, while the **residence** is not fit to live in.

<\$XX,XXX> is the most we will pay regardless of the number of locations insured, or the number of claims. We will not make any additional payments for ensuring **fungi** or bacteria under any other part of this policy.

All other provisions of this policy apply.



REPLACEMENT COST COVERAGE

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects the following location:

<LOCATION>

<LOCATION>

<LOCATION>

PART II – PROPERTY, B. COVERAGE AND LOSS SETTLEMENT, 1. Dwelling and 2. Other Permanent Structure is deleted in its entirety and replaced by the following:

1. Dwelling

For a covered loss we will pay the **reconstruction cost** for your **dwelling** up to the coverage limit shown for that location on your Declarations Page. We will pay this amount in the event of a covered loss whether or not you repair or rebuild your **dwelling**.

2. Other Permanent Structures

For a covered loss we will pay the **reconstruction cost** for your **other permanent structures** up to the coverage limit shown for that location on your Declarations Page. We will pay this amount in the event of a covered loss whether or not you repair or rebuild your **other permanent structure**.

The first paragraph of **PART II – PROPERTY, C. ADDITIONAL COVERAGES**, is deleted in its entirety and replaced by the following:

The coverages shown below do not increase the coverage amount shown for that location on the Declarations Page. Your deductible applies to these additional coverages unless stated otherwise. These coverages are subject to Special Limits of Liability and Exclusions. Exclusions are defined in **PART II – PROPERTY, E. EXCLUSIONS**.

All other provisions of this policy apply.



ISSUING COMPANY: VAULT RECIPROCAL EXCHANGE

DISTRICT OF COLUMBIA DECLARATIONS PAGE POLICY NUMBER <000000000>
<RENEWAL>

<Named Insured>	<Agent Name>
<Mailing Address Line 1>	<Agent Mailing Address 1>
<Mailing Address Line 2>	<Agent mailing Address 2>
<City, State, ZIP>	<City, State, ZIP>
	<Agency Code>
	<Agency Phone Number>

Policy Period: XX/XX/XXXX to XX/XX/XXXX

Each Policy Period begins and ends as 12:01 AM standard time at the insured location.

Declarations Effective Date: XX/XX/XX

INSURED LOCATION

<enter location address>

Coverage

Coverage Limit

<Dwelling>	<\$XX,XXX,XXX>
<Other Permanent Structures>	<\$XX,XXX,XXX>
Contents	\$XX,XXX,XXX
Loss of Use	<\$XX,XXX,XXX>
Sump Pump and Back Up of Sewers and Drains	\$XX,XXX
<Liability>	<\$XXX,XXX>
<Medical Payments>	<\$XX,XXX>

Total Location Premium \$ XX,XXX

PREMIUM ADJUSTMENTS



POLICY FORMS AND ENDORSEMENTS

Form Name

Form Number

Edition Date

MORTGAGEE INFORMATION

DEDUCTIBLE

All Peril Deductible
<Earthquake Deductible>

<all peril deductible \$ amount> **per loss**
(XX%) <Of Dwelling Coverage Limit>

OTHER

<Liability Extension>

<location> (If liability is extended to another
location, the address would be entered here)

TOTAL PREMIUM

Surplus Contribution

\$XX.XX

Grand Total

\$XX,XXX

YOU WILL BE BILLED SEPARATELY FOR ANY PREMIUM DUE



General Inquiries

Vault Reciprocal Exchange
300 First Avenue South
Suite 401
St. Petersburg, FL 33701
1-844-36-Vault (1-844-368-2858)
Claims: 1-844-388-5677 (LOSS)
CustomerSupport@vault.insurance

Authorized Signature

NOTICE OF NONRENEWAL OF INSURANCE

Named Insured & Mailing Address:

Producer: 19215

JOHN DOE IV
1 PENNSYLVANIA STREET
WASHINGTON DC 20001

DARWIN DIRECT - GA
3424 PEACHTREE ROAD N.E., SUITE 550
ATLANTA GA 30326

Policy No.: DISTRICT OF COLUMBIA ODEN SAMPLES
Type of Policy: HOMEOWNERS
Date of Expiration: 10/31/2020; 12:01 A.M. Local Time at the mailing address of the Named Insured.

We will not renew this policy when it expires. Your insurance will cease on the Expiration Date shown above.

The reason for nonrenewal is We will not renew this policy when it expires. Your insurance will cease on the Expiration Date shown above. The reason for nonrenewal is.....

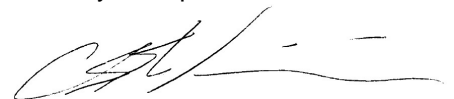
You may be eligible for insurance under the District of Columbia Insurance Placement Act, the District of Columbia Automobile Insurance Plan, or other similar existing plans. You should contact your agent concerning coverage through another insurer or your possible eligibility for coverage under one of these plans. Alternately, you may contact one of these plans. District of Columbia Property Insurance Facility, 3290 N. Ridge Road, Suite 210, Ellicott City, Maryland 21043 Telephone: 1-800-492-5670. District of Columbia Automobile Insurance Plan, P.O. Box 6530, Providence, Rhode Island 02940 Telephone: 1-888-820-0170.

If you dispute this action, you may, before the effective date of this action, send written notification to the Commissioner and to us of the reasons why you dispute this action. The Commissioner will, unless the matter has already been settled, determine if this action was authorized under the terms of this chapter. The Commissioner's address is: Commissioner of Insurance, Department of Insurance, Securities and Banking, 1050 First Street NE, Suite 801, Washington DC 20002.

Named Insured

JOHN DOE IV
1 PENNSYLVANIA STREET
WASHINGTON DC 20001

Date Mailed:
30th day of September, 2020



CHIEF EXECUTIVE OFFICER

VAULT RECIPROCAL EXCHANGE
199 WATER STREET
NEW YORK NY 10038

REINSTATEMENT NOTICE

Named Insured & Mailing Address:

Producer: 19215

JOHN DOE IV
1 PENNSYLVANIA STREET
WASHINGTON DC 20001

DARWIN DIRECT - GA
3424 PEACHTREE ROAD N.E., SUITE 550
ATLANTA GA 30326

Policy No.: DISTRICT OF COLUMBIA ODEN SAMPLES
Type of Policy: HOMEOWNERS

You recently received a notice advising this policy was being cancelled effective 11/17/2019 .

This notice is to advise that the policy is being reinstated without lapse in coverage.

Reinstatement Notice

Named Insured

JOHN DOE IV
1 PENNSYLVANIA STREET
WASHINGTON DC 20001

Date Mailed:
17th day of October, 2019



CHIEF EXECUTIVE OFFICER

VAULT RECIPROCAL EXCHANGE
199 WATER STREET
NEW YORK NY 10038

RESCISSION NOTICE

Named Insured & Mailing Address:

Producer: 19215

JOHN DOE IV
1 PENNSYLVANIA STREET
WASHINGTON DC 20001

DARWIN DIRECT - GA
3424 PEACHTREE ROAD N.E., SUITE 550
ATLANTA GA 30326

Policy No.: DISTRICT OF COLUMBIA ODEN SAMPLES
Type of Policy: HOMEOWNERS

The CANCELLATION notice issued to be effective 11/01/2019 is hereby rescinded.

Rescission Notice Sample

Named Insured

JOHN DOE IV
1 PENNSYLVANIA STREET
WASHINGTON DC 20001

Date Mailed:
17th day of October, 2019



CHIEF EXECUTIVE OFFICER

NOTICE OF CANCELLATION OF INSURANCE

Named Insured & Mailing Address:

Producer: 19215

JOHN DOE IV
1 PENNSYLVANIA STREET
WASHINGTON DC 20001

DARWIN DIRECT - GA
3424 PEACHTREE ROAD N.E., SUITE 550
ATLANTA GA 30326

Policy No.: DISTRICT OF COLUMBIA ODEN SAMPLES
Type of Policy: HOMEOWNERS
Date of Cancellation: 11/17/2019; 12:01 A.M. Local Time at the mailing address of the Named Insured.

We are cancelling this policy. Your insurance will cease on the Date of Cancellation shown above.

The reason for cancellation is e are cancelling this policy. Your insurance will cease on the Date of Cancellation shown above. The reason for cancellation is....

You may be eligible for insurance under the District of Columbia Insurance Placement Act, the District of Columbia Automobile Insurance Plan, or other similar existing plans. You should contact your agent concerning coverage through another insurer or your possible eligibility for coverage under one of these plans. Alternately, you may contact one of these plans. District of Columbia Property Insurance Facility, 3290 N. Ridge Road, Suite 210, Ellicott City, Maryland 21043 Telephone: 1-800-492-5670. District of Columbia Automobile Insurance Plan, P.O. Box 6530, Providence, Rhode Island 02940 Telephone: 1-888-820-0170.

If you dispute this action, you may, before the effective date of this action, send written notification to the Commissioner and to us of the reasons why you dispute this action. The Commissioner will, unless the matter has already been settled, determine if this action was authorized under the terms of this chapter. The Commissioner's address is: Commissioner of Insurance, Department of Insurance, Securities and Banking, 1050 First Street NE, Suite 801, Washington DC 20002.

Named Insured

JOHN DOE IV
1 PENNSYLVANIA STREET
WASHINGTON DC 20001

Date Mailed:
17th day of October, 2019



CHIEF EXECUTIVE OFFICER

NOTICE OF CANCELLATION OF INSURANCE

Named Insured & Mailing Address:

Producer: 19215

JOHN DOE IV
1 PENNSYLVANIA STREET
WASHINGTON DC 20001

DARWIN DIRECT - GA
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The reason for cancellation is We are cancelling this policy. Your insurance will cease on the Date of Cancellation shown above. The reason for cancellation is.....

You may be eligible for insurance under the District of Columbia Insurance Placement Act, the District of Columbia Automobile Insurance Plan, or other similar existing plans. You should contact your agent concerning coverage through another insurer or your possible eligibility for coverage under one of these plans. Alternately, you may contact one of these plans. District of Columbia Property Insurance Facility, 3290 N. Ridge Road, Suite 210, Ellicott City, Maryland 21043 Telephone: 1-800-492-5670. District of Columbia Automobile Insurance Plan, P.O. Box 6530, Providence, Rhode Island 02940 Telephone: 1-888-820-0170.

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Named Insured

JOHN DOE IV
1 PENNSYLVANIA STREET
WASHINGTON DC 20001

Date Mailed:
17th day of October, 2019



CHIEF EXECUTIVE OFFICER



DISTRICT OF COLUMBIA STATE CANCELLATION/NONRENEWAL ENDORSEMENT

PART IV – GENERAL CONDITIONS is amended to include the following:

I. Cancellation

1. You may cancel this policy at any time by returning it to us or by letting us know in writing of the future date cancellation is to take effect.
2. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations Page. Proof of mailing will be sufficient proof of notice.
 - a. When this policy has been in effect for 30 days or less and is not a renewal with us, we may cancel for any reason by letting you know at least 30 days before the date cancellation takes effect.
 - b. When this policy has been in effect for more than 30 days, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons by letting you know at least 30 days before the date cancellation takes effect:
 - i. You have not paid the premium due;
 - ii. You have made a material and willful misstatement or omission of fact to us in connection with any application to or claim against us;
 - iii. Your property or other interest has been transferred to another person, unless the transfer is permissible under the terms of the policy; or
 - iv. Your property or its interest or use has materially changed with respect to its insurability.
 - c. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
 - d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

J. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

All other provisions of this policy apply.



FRAUD STATEMENT – DISTRICT OF COLUMBIA

Important notice regarding your policy

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.



VALUABLE ARTICLES COVERAGE ENDORSEMENT

With respect to coverage provided by this endorsement, all provisions and conditions of the policy apply unless they are changed by this endorsement.

As respects to the following location:

<LOCATION>

VALUABLE ARTICLES LIMITS OF INSURANCE SCHEDULE

Insured Item(s)	Scheduled Coverage Limit	Item Description	Appraisal Date	Annual Premium
Scheduled Coverage – Total Premium				

VALUABLE ARTICLES BLANKET COVERAGE SCHEDULE

Asset Class	Blanket Coverage Limit	Blanket Per Item Limit	Annual Premium
Blanket Coverage – Total Premium			

We cover direct and accidental physical loss or damage to **valuable articles** anywhere in the world unless stated otherwise in this endorsement or an exclusion applies. No deductible applies to coverage provided by this endorsement. Scheduled and blanket coverage is available for jewelry class business. Bank vaulted class must be scheduled.

The amount of coverage for each class of **collectibles**, and for each scheduled item(s), is shown in the **VALUABLE ARTICLES COVERAGE LIMITS OF INSURANCE SCHEDULE** of this endorsement.

PART I – DEFINITIONS is amended to include the following:

Collectibles means collections of rare, unique or novel items of personal interest. Examples of **collectibles** are memorabilia, model trains, books and dolls.

Diminution in value means the difference between the **market value** of an item or items immediately before a covered loss and the **market value** of the item or items after restoration.

Market value means the dollar amount for which an item could reasonably be replaced by an item of like kind and quality in a reasonable period of time.

Valuable article(s) means your personal property for which an amount of coverage is shown the in the **VALUABLE ARTICLES LIMITS OF INSURANCE SCHEDULE**.

PART II – PROPERTY, C. ADDITIONAL COVERAGES, 18. Loss to a Pair or Set or Parts is deleted in its entirety and replaced by the following:

18. Loss to a Pair or Set or Parts

For a covered loss to a pair or set, you may choose to:

- Restore the item to its condition immediately prior to the loss. We will pay the cost to replace or restore any part of the item to its condition just before the loss and any **diminution in value** of the pair or set;
- Receive the diminution in value of the pair or set; or

- c. Surrender the undamaged items of the pair or set to us, in which case we will pay you the market value of the pair or set immediately prior to the loss.

The most we will pay for any one **valuable article** is 150% of the Scheduled Coverage Limit for the item shown in the **VALUABLE ARTICLES LIMITS OF INSURANCE SCHEDULE**, but not more than the coverage limit for the class to which the **valuable article** belongs.

The most we will pay for any one loss to a pair or set under blanket coverage is the single article limit for that class of **valuable articles** as shown in the **VALUABLE ARTICLES BLANKET COVERAGE SCHEDULE** in this endorsement.

PART II – PROPERTY, C. ADDITIONAL COVERAGES is amended to include the following:

Valuable Articles Coverage

- a. Total Loss – For a covered loss to any **valuable article** listed in the **VALUABLE ARTICLES LIMITS OF INSURANCE SCHEDULE**, we will pay the greater of:
 - i. The scheduled value for that **valuable article** listed in the **VALUABLE ARTICLES LIMITS OF INSURANCE SCHEDULE**; or
 - ii. The **market value** of the **valuable article**.
- b. Partial Loss – For a covered loss to any **valuable article** scheduled in the **VALUABLE ARTICLES LIMITS OF INSURANCE SCHEDULE**, if only part of the scheduled item(s) is lost or damaged, we shall pay the lesser of:
 - i. The cost to restore the **valuable article** to its condition just before the loss and any **diminution in value**; or
 - ii. The **market value** of the **valuable article**.

The most we will pay for any one **valuable article** is 150% of the scheduled value, but not more than the coverage limit for the class to which the **valuable article** belongs. The most we will pay for any one loss to **valuable articles** of a specific class is the limit of coverage for that class. We reserve the right to declare any loss a total loss.

Valuable Articles Blanket Coverage

For a covered loss to any **valuable article** with a blanket limit as shown in the **VALUABLE ARTICLES BLANKET COVERAGE SCHEDULE**, we will pay the lesser of:

- a. The cost to restore the **valuable article** to its condition just before the loss and any **diminution in value**;
- b. The **market value** of the **valuable article**; or
- c. The single article limit for that class of **valuable articles** as shown in the **VALUABLE ARTICLES BLANKET COVERAGE SCHEDULE**.

Newly Acquired Valuable Articles

We will cover property that is newly acquired, consigned or entrusted to an **insured person** during the policy period.

For coverage to apply:

- a. The newly acquired property must be a class of **valuable articles** for which a coverage limit is shown in the **VALUABLE ARTICLES LIMITS OF INSURANCE SCHEDULE**.
- b. You must request coverage for this property within 90 days of acquisition or possession; and
- c. You must pay the additional premium from the date of acquisition or possession.

This coverage does not increase the total limit of insurance for the class of **valuable articles** for which the newly acquired property qualifies.

For the purposes of **VALUABLE ARTICLES COVERAGE ENDORSEMENT, PART II – PROPERTY, E. EXCLUSIONS, 4. Fungi** or Bacteria, **7. Surface Water**, **10. Earthquake**, and **11. Earth Movement and Settlement** are deleted in their entirety.

PART II – PROPERTY, E. EXCLUSIONS is amended to include the following:

Bank Vaulted Jewelry

We do not cover any loss to jewelry insured as “bank vaulted” while these items are out of a bank vault, unless we provide a binder prior to removal.

Chemical Hazard

We do not cover any loss caused by chemical, biological bio-chemical or electromagnetic contamination, whether controlled or uncontrolled or however caused. However, this exclusion does not apply to any loss or damage caused by chemicals used in the course of normal household, gallery or museum cleaning or maintenance procedures or regimens.

Electrical or Mechanical Breakdown

We do not cover any loss caused by electrical or mechanical breakdown. This exclusion does not apply to loss to wine caused by temperature extremes or changes resulting from the failure of a climate control system.

Misappropriation

We do not cover any loss caused by the taking or other misappropriation of a **valuable article(s)** from you or a **family member** by you or a **family member**.

Shipments by Mail

We do not cover any loss caused during shipment by mail including regular first class mail unless we provide a binder prior to shipment by mail. This exclusion does not apply to shipments with a value of \$10,000 or less.

Specific Class Exclusions

a. Stamps

We do not cover any loss to stamps and **collectibles** due to folding, pleating, fading, thinning, color transfer, scratching, dampness or extreme temperature changes.

b. Collectibles

We do not cover any loss to **collectibles** caused during their use other than as a collectible.

c. Fine Art, **Collectibles**, Stamps, and Coins

We do not cover any loss or damage to fine arts, stamps, coins or **collectibles** resulting from reparation, restoration, or retouching, unless we approve in writing.

PART II – PROPERTY, F. PROPERTY CONDITIONS 6. Other Insurance and Service Agreement, **b.** is deleted in its entirety and replaced by the following:

- b.** Coverage under the Homeowners policy and the Valuable Articles Coverage Endorsement cannot be combined to increase the payment that would be made under either of the policies separately.

When any other property insurance applies to a covered loss, we will pay only the portion of the loss that our amount of coverage bears to the total amount of insurance covering the loss.

SPECIAL PROVISIONS

With respect to coverage provided by this endorsement only, **VALUABLE ARTICLES COVERAGE ENDORSEMENT** contains the following:

1. Packing or Unpacking – To the best of your ability, you will provide for **collectibles** to be packed and unpacked by competent packers and handlers.
2. Carrier and Bailees – We will not make any payments under this policy to the benefit of any carrier or other bailee of damaged property.

State:	District of Columbia	Filing Company:	Vault Reciprocal Exchange
TOI/Sub-TOI:	04.0 Homeowners/04.0000 Homeowners Sub-TOI Combinations		
Product Name:	Homeowners		
Project Name/Number:	Initial HVHO Forms/		

Supporting Document Schedules

Satisfied - Item:	Readability Certificate
Comments:	All policies and endorsements achieve a readability flesch score of 40 or above.
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	Does not apply.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Consulting Authorization
Comments:	
Attachment(s):	VRE DC Filing Authorization 10.2019.pdf
Item Status:	
Status Date:	



Vault Reciprocal Exchange
199 Water Street, 23rd Floor
New York, NY 10038

October 23, 2019

District of Columbia Department of Insurance, Securities and Banking
1050 First Street, NE
Suite 801
Washington, DC 20002

RE: Vault Reciprocal Exchange Filing Authorization

Dear Commissioner Taylor:

Please be advised the firm of Stanley Parsons Insurance Services, Inc. is hereby authorized to file rates, rules and forms with the District of Columbia Department of Insurance, Securities and Banking on behalf of Vault Reciprocal Exchange. This authorization includes all lines of business.

Kind Regards,

A handwritten signature in black ink that reads "Mary Qualls". The script is fluid and cursive.

Mary Qualls
Chief Underwriting Officer
Vault Reciprocal Exchange